SUMMONS—EVICTION

(CITACIÓN JUDICIAL—DESALOJO)

UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY

(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)

SUM-130

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
Rashiba Session, and DOES 1 to 5

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Abode Property Management

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 10 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courts.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (*www.lawhelpca.org*), the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), or by contacting your local court or county bar association.

¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.

Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpca.org/es), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados local.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

EXENCIÓN DE CUOTAS: *Si no puedse pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas.* ***AVISO:*** *Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de $10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.*

1. The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER *(número de caso)*:
CUD-24-676321

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

Julia M. Adams
625 Market Street, 4th Floor
San Francisco, CA 94105

ZANGHI TORRES ARSHAWSKY LLP
(415) 977-0444

Form Adopted for Mandatory Use
Judicial Council of California
SUM-130 [Rev. January 1, 2024]

CEB Essential Forms
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SUMMONS—EVICTION
(Unlawful Detainer / Forcible Detainer / Forcible Entry)

Code of Civil Procedure, §§ 412.20, 415.45, 1167
www.courts.ca.gov

Abode

PLAINTIFF *(Name)*: Abode Property Management	CASE NUMBER:
DEFENDANT *(Name)*: Rashiba Session, and DOES 1 to 5	

3. *(Must be answered in all cases)* An **unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415)** [X] did **not** [ ] did for compensation give advice or assistance with this form. *(If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, complete item 4 below.)*

4. **Unlawful detainer assistant** *(complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):*
   a. Assistant's name:
   b. Telephone no.:
   c. Street address, city, and zip:
   d. County of registration:
   e. Registration no.:
   f. Registration expires on *(date):*

Date: SEP 30 2024 *(Fecha)*

Clerk, by *(Secretario)* B-Y, Deputy *(Adjunto)*

Bertania Yusl

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons *(form POS-010).)*

[SEAL]

SUPERIOR COURT OF CALIFORNIA
EUREKA
COUNTY OF SAN FRANCISCO

5. **NOTICE TO THE PERSON SERVED:** You are served
   a. [ ] as an individual defendant.
   b. [ ] as the person sued under the fictitious name of *(specify):*
   c. [ ] as an occupant.
   d. [ ] on behalf of *(specify):*
      under: [ ] CCP 416.10 (corporation). [ ] CCP 416.60 (minor).
      [ ] CCP 416.20 (defunct corporation). [ ] CCP 416.70 (conservatee).
      [ ] CCP 416.40 (association or partnership). [ ] CCP 416.90 (authorized person).
      [ ] CCP 415.46 (occupant). [ ] other *(specify):*
   e. [ ] by personal delivery on *(date):*

Abode

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY — STATE BAR NUMBER:	FOR COURT USE ONLY
NAME: Julia M. Adams 230795 FIRM NAME: ZANGHI TORRES ARSHAWSKY LLP STREET ADDRESS: 625 Market Street, 4th Floor CITY: San Francisco STATE: CA ZIP CODE: 94105 TELEPHONE NO.: (415) 977-0444 FAX NO.: (415) 977-0156 EMAIL ADDRESS: jadams@ztalaw.com ATTORNEY FOR (name): Abode Property Management	FILED SUPERIOR COURT COUNTY OF SAN FRANCISCO SEP 30 2024 CLERK OF THE COURT BY: Deputy Clerk Benjamin Lust
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF: Abode Property Management DEFENDANT: Rashiba Session, and ☒ DOES 1 TO 5	
COMPLAINT—UNLAWFUL DETAINER* ☒ COMPLAINT ☐ AMENDED COMPLAINT (Amendment Number):	CASE NUMBER: CUD-24-676321

Jurisdiction ***(check all that apply):***

☒ **ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed $35,000)**

Amount demanded ☒ **does not exceed $10,000**
☐ **exceeds $10,000**

☐ **ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $35,000)**

☐ **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint** ***(check all that apply):***

☐ **from unlawful detainer to general unlimited civil (possession not in issue).**
☐ **from unlawful detainer to general limited civil (possession not in issue).**
☐ **from limited to unlimited.**
☐ **from unlimited to limited.**

1. *PLAINTIFF (name each):*
   Abode Property Management

   alleges causes of action against DEFENDANT (name each):
   Rashiba Session, and DOES 1 to 5

2. a. Plaintiff is
   (1) ☐ an individual over the age of 18 years.
   (2) ☐ a public agency.
   (3) ☐ other *(specify):*
   (4) ☐ a partnership.
   (5) ☒ a corporation.

   b. ☒ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of *(specify):*
   Abode Property Management

3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*
   317 Leavenworth Street, Unit #108
   San Francisco, CA 94102
   San Francisco County

   b. The premises in 3a are *(check one)*

   (1) ☒ within the city limits of *(name of city):* San Francisco

   (2) ☐ within the unincorporated area of *(name of county):*

   c. The premises in 3a were constructed in *(approximate year):* 1910

4. Plaintiff's interest in the premises is ☐ as owner ☒ other *(specify):* See Attachment 17

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

***NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Form Approved for Optional Use
Judicial Council of California
UD-100 [Rev. January 1, 2024]

COMPLAINT — UNLAWFUL DETAINER

Civil Code, § 1940 et seq.
Code of Civil Procedure, §§ 425.12, 1166
www.courts.ca.gov

CEB Essential Forms
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Abode

PLAINTIFF: Abode Property Management DEFENDANT: Rashiba Session, and DOES 1 to 5	CASE NUMBER:

6. a. On or about *(date)*: 4/19/2022
defendant (name each):
Rashiba Session, and DOES 1 to 5

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy *(specify)*: One year
(2) agreed to pay rent of $ 185.00 payable ☒ monthly ☐ other *(specify frequency)*:
(3) agreed to pay rent on the ☒ first of the month ☐ other day *(specify)*:

b. This ☒ written ☐ oral agreement was made with
(1) ☐ plaintiff. (3) ☒ plaintiff's predecessor in interest.
(2) ☐ plaintiff's agent. (4) ☐ Other *(specify)*:

c. ☒ The defendants not named in item 6a are
(1) ☐ subtenants.
(2) ☐ assignees.
(3) ☒ Other *(specify)*: All Unauthorized Occupants

d. ☒ The agreement was later changed as follows *(specify)*:
Effective July 1, 2023, rent was increased to $206.00.

e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. *(Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)*

f. ☐ *(For residential property)* A copy of the written agreement is **not** attached because *(specify reason)*:
(1) ☐ *the written agreement is not in the possession of the landlord or the landlord's employees or agents.*
(2) ☐ *this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).*

7. The tenancy described in 6 *(complete (a) or (b))*

a. ☒ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify)*: See Attachment 17 .

b. ☐ is subject to the Tenant Protection Act of 2019.

8. *(Complete only if item 7b is checked. Check all applicable boxes.)*

a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).

b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*

(1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of $

(2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling $ to *(name each defendant and amount given to each)*:

c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☒ Defendant *(name each)*: Rashiba Session

was served the following notice on the same date and in the same manner:

(1) ☐ 3-day notice to pay rent or quit
(2) ☐ 30-day notice to quit
(3) ☐ 60-day notice to quit
(4) ☐ 3-day notice to quit
(5) ☐ 3-day notice to perform covenants or quit *(not applicable if item 7b checked)*
(6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c) Prior required notice to perform covenants served *(date)*:
(7) ☒ Other *(specify)*: Notice to Quit

PLAINTIFF: Abode Property Management DEFENDANT: Rashiba Session, and DOES 1 to 5	CASE NUMBER:

9. b. (1) On *(date)*: 9/23/2024 the period stated in the notice checked in 9a expired at the end of the day.
   (2) Defendants failed to comply with the requirements of the notice by that date.
   c. All facts stated in the notice are true.
   d. ☒ The notice included an election of forfeiture.
   e. ☒ A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
   f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*

10. a. ☒ The notice in item 9a was served on the defendant named in item 9a as follows:
   (1) ☒ By personally handing a copy to defendant on *(date)*: 9/18/2024
   (2) ☐ By leaving a copy with *(name or description)*:
   a person of suitable age and discretion, on *(date)*: at defendant's
   ☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence
   on *(date)*: because defendant cannot be found at defendant's residence or usual place of business.
   (3) ☐ By posting a copy on the premises on *(date)*:
   ☐ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises
   on *(date)*:
   (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR
   (b) ☐ because no person of suitable age or discretion can be found there.
   (4) ☐ *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail addressed to defendant on *(date)*:
   (5) ☐ *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written commercial lease between the parties
   b. ☐ *(Name)*:
   was served on behalf of all defendants who signed a joint written rental agreement.
   c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.
   d. ☐ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.

11. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.

12. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was $

13. ☒ The fair rental value of the premises is $ 6.86 per day.

14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). *(State specific facts supporting a claim up to $600 in Attachment 14.)*

15. ☐ A written agreement between the parties provides for attorney fees.

16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of *(city or county, title of ordinance, and date of passage)*:

Plaintiff has met all applicable requirements of the ordinances.

17. ☒ Other allegations are stated in Attachment 17.

18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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Abode

PLAINTIFF: Abode Property Management DEFENDANT: Rashiba Session, and DOES 1 to 5	CASE NUMBER:

19. **PLAINTIFF REQUESTS**
   a. possession of the premises.
   b. costs incurred in this proceeding:
   c. ☐ past-due rent of $
   d. ☐ reasonable attorney fees.
   e. ☒ forfeiture of the agreement.
   f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: $
   g. ☒ damages at the rate stated in item 13 from *date:* 9/24/2024 for each day that defendants remain in possession through entry of judgment.
   h. ☐ statutory damages up to $600 for the conduct alleged in item 14.
   i. ☒ other *(specify):* Such other relief that the Court deems proper.

20. ☒ Number of pages attached *(specify):* 44

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

21. ☒ *(Complete in all cases.)* An unlawful detainer assistant ☒ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.)*
   a. Assistant's name:
   b. Street address, city, and zip code:
   c. Telephone no.:
   d. County of registration:
   e. Registration no.:
   f. Expires on *(date):*

Date: 9/24/2024

Julia M. Adams ▶ Julia M. Adams
(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

See Attached Verification ▶ See Attached Verification
(TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

17-1. Plaintiff's interest in the premises is as property manager and as master tenant. Plaintiff is authorized to prosecute this action and recover possession in its own name pursuant to a written agreement with the owner of the premises.

17-2. Although the notice states that advice is available from the San Francisco Residential Rent Stabilization and Arbitration Board, the Premises is exempt from the San Francisco Residential Rent Stabilization and Arbitration Ordinance (San Francisco Administrative Code Chapter 37, as amended), pursuant to Section 37.2(r)(4) of San Francisco Administrative Code Chapter 37, because the rent for the Premises is set, and is regulated, by the San Francisco Department of Homelessness and Supportive Housing in connection with project based funding which subsidizes the rent for the Premises. While Defendant's tenancy at the Premises is generally exempt from the San Francisco Residential Rent Stabilization and Arbitration Ordinance, Section 37.9(a)(1)(F) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance provides a defense for non-payment of rent that came due for periods of time including from July 2022 through August 31, 2023 if the Defendant's rent is controlled or regulated by the City and County of San Francisco and if Defendant can show that the inability to pay that rent was because of the financial impacts of the COVID-19 pandemic. This action is not based, in whole or in part, on an alleged default in payment of rent, or other charges. The defense provided in section 37.9(a)(1)(F) is not applicable in this action.

17-3. Plaintiff has met and complied with all applicable requirements of the project based rental assistance program. , including but not limited to the service of the notice to quit.

17-4. On or about September 18, 2024, a copy of the notice to quit was submitted to the San Francisco Housing Authority.

17-5. On or about September 19, 2024, a copy of the notice to quit was submitted to the San Francisco Department of Homelessness and Supportive Housing.

17-6. The period for the Notice to Quit alleged in Paragraph 9 of the complaint, includes the three day period excluding Saturdays, Sundays, and other judicial holidays, which is required by Code of Civil Procedure section 1161.

17-7. This action seeks possession of real property that is residential. This action is not based, in whole or in part, on an alleged default in payment of rent, or other charges. This action is not subject the temporary eviction moratorium created by the *Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act).*

17-8. The Defendant's tenancy is not subject to the *Tenant Protection Act of 2019 (Civil Code § 1946.2).* The specific subpart supporting why the tenancy is exempt is (e)(9) of Civil Code § 1946.2 because the housing is subject to an agreement with the San Francisco Department of Homelessness and Supportive Housing that provides housing subsidies for affordable housing for persons of very low, low, or moderate income as defined in Section 50093 of the health and Safety Code.

17-9. This action seeks possession of real property that is residential. This action is not based, in whole or in part, on an alleged default in payment of rent, or other charges. This action is not barred by the *COVID-19 Tenant Relief Act* (CCP sec. 1179.01 et seq.).

ABODE Allied Housing HIP

VERONA HOTEL
LEASE AGREEMENT

This Residential Sublease Agreement (hereinafter "Lease") is made this 19 day of April 2022, by and between Housing for Independent People, Inc., (hereinafter "HIP," "Landlord," "Management," "we," or "us") as the managing agent for the Verona Hotel and Rashiba Session (hereinafter "Subtenant," "you," or "your"). Landlord hereby leases to Subtenant for the exclusive occupancy of the premises described as follows:

A dwelling unit at the Verona Hotel (hereinafter the "Property"), designated as unit # 108 located at 317 Leavenworth Street, San Francisco, California, 94102, in the County of San Francisco (hereinafter the "Premises"), together with fixtures, accessories, and the following furnishings: (1) Bed/Mattress, (1) Dresser, (1) Mini-refrigerator and Window Coverings. All items provided by Landlord shall remain in the Premises at all times unless removed or replaced by Landlord.

This Lease is subject to the following terms, conditions, covenants, and agreements:

1. **Program Restrictions:** This Sublease and your occupancy of the Premises are subject to the rules, requirements, and restrictions set forth in a Grant Agreement between Landlord and the City and County of San Francisco (hereinafter the "City"), by and through The Department of Homelessness and Supportive Housing (hereinafter "HSH") to provide permanent supportive housing to eligible adult females (hereinafter the "Program"). At the time of initial application and approval, applicants must meet all eligibility requirements as directed by the City.

   The Program is intended to provide rent subsidized housing to eligible Subtenants. Rent under the Program will be based on 30% of the Subtenant's adjusted gross income as determined by the Landlord and HSH during annual or interim certifications of Subtenant's income and assets.

   If Subtenant also receives a rent subsidy through the Section 8 Subtenant-Based Housing Choice Voucher, the HUD Tenancy Addendum required by the Section 8 program shall be attached to this Lease and is incorporated into this Lease by reference.

EXHIBIT 1

2. **Master Lease:** Landlord herein entered into a Lease Agreement (hereinafter "Master Lease") with the owners of the Property, Hotel Verona, LLC, and Rajan Investments 4, LLC (hereinafter collectively referred to as "Owner"). Landlord is the Master Tenant of the Verona Hotel and was approved by the City to manage the Property and administer the Program in accordance with the Grant Agreement. In the event that the Master Lease expires or is terminated prior to the expiration of this Lease, Subtenant will become the direct Subtenant of the Owner of the Property.

3. **Term:** This Lease will begin on 4/19/22, and will end on 4/18/23, or until terminated by either Subtenant or Landlord as provided in paragraph 24 of this Lease (hereinafter the "Term"). Following the initial lease period, your tenancy shall be on a month-to-month basis subject to the same conditions herein unless a new Lease or Lease Amendment is executed.

4. **Rent:**

   A. The total Contract Rent for the Premises is $ 185.00. The Contract Rent is subject to change annually in accordance with the Program. Landlord will provide written notification prior to any increase of the Contract Rent.

   B. Subtenant's portion of the total Contract Rent is $185.00 while Subtenant is participating in the Program. Subtenant understands and agrees that Subtenant is responsible for paying Subtenant's portion of total Contract Rent to Landlord. In the event that the total Contract Rent is equal to or lesser than 30% of Subtenant's adjusted gross income, Subtenant will be responsible for paying the total Contract Rent upon written notice to Subtenant.

5. **Income Certification and Recertification:**

   A. Subtenant's eligibility under the Program is based on information that Subtenant provides to Landlord and the Subsidy Administrator, if applicable, regarding Subtenant's income and assets. Each year, prior to renewal of the Lease, or around the anniversary of the first day of the month that Subtenant moved in, and within 30 days after receiving written notice from Landlord or the Subsidy Administrator, Subtenant agrees to provide updated income and asset information on forms provided by Landlord or the Subsidy Administrator. Subtenant agrees that all such information regarding income and assets provided to Landlord and the Subsidy Administrator is true, complete, and correct to the best of Subtenant's knowledge.

B. Subtenant agrees to cooperate with Landlord to provide all information and paperwork necessary to complete any required income and asset recertification. Subtenant further agrees that failure to provide the required information, or providing false or misleading information, may result in the termination of Subtenant's occupancy and eviction from the Premises. Subtenant agrees that all income and asset information supplied shall be subject to verification by Landlord or the Subsidy Administrator.

6. **Security Deposit:** Concurrently with the signing of this Lease, Subtenant shall deposit with Landlord the total sum of $ 185.00 as a security deposit. Landlord may apply all or part of the security deposit to make repairs caused by Subtenant or Subtenant's guests, or to remedy any other obligations of Subtenant during the term of the Lease as permitted by law. Should the security deposit, or any portion thereof, be utilized to repair damages during the term of this Lease, Subtenant agrees to deposit within thirty (30) days of a written demand from Landlord a sum equal to the portion of the security deposit expended or applied by Landlord so as to maintain the amount initially deposited with Landlord. Use of the security deposit during the Lease term does not waive any other remedies available to Landlord. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general and other funds. Subtenant may not elect to use the security deposit as rent during the term of this Lease, nor as a last month's rent.

7. **Utilities:** Landlord will pay for gas, electric, water, sewer, garbage, and Wi-Fi service. Subtenant is responsible for obtaining and paying for their own telephone service.

8. **Satellite Dishes:** Subtenant must receive the written approval of Landlord prior to installing any satellite services. Landlord has the right to impose reasonable restrictions on where satellite dishes are installed. Subtenant may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, or windows; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises. Some units may not have any area where a satellite dish may be installed. It is not Landlord's responsibility to provide a location for a satellite dish.

9. **Use:** The Premises is to be used by the adult listed as the Subtenant herein only. The Premises is to be used as, and only as, Subtenant's only place of residence. Subtenant shall not use the Premises to conduct a business of any kind, except as required or allowed by applicable law. No persons other than the named Subtenant shall be permitted to occupy the Premises. The Premises will be deemed abandoned if Subtenant has been absent from the Premises for a period of fourteen (14) days after rent becomes due and is not paid, unless Subtenant first notified Landlord in writing of the extended absence and Subtenant's anticipated date of return. Under no circumstances shall Subtenant be absent from the Premises in excess of thirty (30) days. In addition, Subtenant shall not cause or permit any illegal activity or use on the Premises and agrees to obey and comply with all laws and ordinances of the United States, the State of California, and the City and County of San Francisco.

10. **Rules:** Subtenant shall comply with written House Rules issued regarding use of the Premises and common areas of the Property. Landlord will provide a copy of the House Rules to Subtenant. Any amendment to the House Rules shall be in writing and effective 30 days after written notice to Subtenant. Subtenant shall not cause or permit on the Premises or in common areas, excessive noise or any other activity which disturbs the peace and quiet enjoyment of other residents or neighbors. Subtenant shall not cause or permit any activity constituting a nuisance on or about the Premises or which adversely affects the health or safety of any person, nor shall Subtenant interfere with the management of the Property. A copy of the House Rules is attached to, and made a part of, this Lease as Exhibit A.

11. **Smoke-Free Common Areas**: **Subtenant acknowledges that smoking is not permitted in the interior common areas of the Property.** It shall be a material breach of this Lease for the Subtenant or any other person under Subtenant's control to smoke anywhere in the interior common areas of the Property. Subtenant may smoke inside the Premises provided the door to the hallway is closed while smoking. Subtenant agrees to properly extinguish any smoke producing product and will properly dispose of any ashes. Smoking means inhaling, exhaling, breathing, vaping, or carrying any lighted tobacco, marijuana, or similar product, including but not limited to the use of e-cigarettes or other electronic smoking devices. Subtenant agrees to inform all guests about this policy. Although the common areas of the Property have been designated non-smoking, Landlord does not provide or guarantee a smoke-free environment to Subtenant.

12. **Disclosure Regarding Property Management:** Pursuant to Civil Code Section 1962(a)(1), Housing for Independent People, Inc., by and through its designated agents, is the entity authorized to manage the Property. Personal service may be effected on this entity at 481 Valley Way, Milpitas, CA 95035, Attention: Director of Property Management, (408) 941-1850. The Director of Property Management is authorized by the Owner of the Property to act for and on behalf of the Owner for the limited purposes of service of process and for receiving and giving receipts for all notices and demands relative to this Lease.

13. **Maintenance:** Subtenant shall keep the Premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If Subtenant or Subtenant's guests cause or permit damage to the Premises or the Property, Subtenant shall be liable for the cost to repair the damage. Where damage or disrepair is not the responsibility of Subtenant or Subtenant's guests, Landlord will repair and maintain the Premises, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Premises and common areas.

14. **Duty to Clean and Ventilate:** Subtenant acknowledges that mold and mildew can grow in the Premises if Subtenant does not properly maintain and ventilate the Premises. Proper ventilation includes, but is not limited to: using ventilation fans where available, regularly opening windows where available, and ensuring that air can circulate throughout the Premises by not storing excess items along the walls of the Premises. Subtenant agrees to properly ventilate the Premises and to promptly clean up any accumulation of moisture. Subtenant further agrees to

notify Landlord immediately of any excessive moisture build-up, or if Subtenant notices mold or mildew growing in the Premises.

15. **Remodeling and Alterations:** Subtenant shall not undertake any remodeling, redecoration, or alteration, including but not limited to: painting; wall papering; installing wall mounted shelving; using nails or tacks; and changing or removing any provided appliance, fixture or furnishing in the Premises without first receiving written permission of Landlord.

16. **Pets:** Pets are not permitted at the Property. Subtenant is permitted to have a service or emotional support animal if approved as a disability related reasonable accommodation. Any disability related reasonable accommodation request for a service or emotional support animal will be processed in accordance with all applicable state and federal laws. Subtenant will be required to sign and comply with an Animal Agreement/Registration prior to bringing an authorized service or emotional support animal into the Premises. Subtenants who do not comply with the Animal Agreement, or whose animal is a nuisance or a threat to the health and safety of other persons at the Property will be responsible for permanently removing the animal from the Property.

17. **Lease or Assignment:** Subtenant shall not sublet all or any part of the Premises nor assign this Lease. Any attempt to sublet or assign this Lease, shall render this Lease null and void and shall subject the Subtenant to termination. No right to occupy the Premises shall arise from any attempted sublet or assignment.

18. **Entry and Inspection:** Landlord or Landlord's agent(s) may enter and inspect the Premises after giving reasonable notice to you for:

    A. making necessary or agreed-upon repairs;
    B. inspecting for compliance with the terms of this Lease;
    C. showing the Premises to prospective lenders, purchasers, residents, contractors, repair-workers, or representatives from the Program;
    D. performing contracted pest control services; or
    E. conducting annual and any other inspections.

    Twenty-four hours or more shall be considered reasonable notice for the purpose of entry and inspection. In addition, Landlord or Landlord's agent(s) may enter the Premises without notice if necessary in an emergency such as fire or flooding. Failure to permit entry after being served with a valid notice to enter, or in an emergency, is a material breach of this Lease and grounds for termination.

19. **Hold Harmless and Waiver:** Landlord does not provide insurance for Subtenant's personal property. Subtenant agrees to indemnify and hold Landlord harmless for any liability for personal injury or property damage caused or permitted by Subtenant or any other person on the Premises with Subtenant's consent except as may be caused by the negligence of Landlord or Landlord's agents.

20. **Renter's Insurance:** Subtenant is strongly advised to obtain renter's insurance in an amount sufficient to protect against the loss of Subtenant's personal possessions as well as the personal property of others in the Property that may occur as a result of negligence by Subtenant or Subtenant's guests.

21. **Damage by Casualty:** In the event that the Premises are destroyed or substantially damaged by fire, flood, or other casualty, either Subtenant or Landlord may terminate the Lease. If the Lease is cancelled, rent will continue to be due up to and including the date of cancellation only and Subtenant shall vacate the Premises immediately upon the cancellation.

22. **Subtenant's Obligations:** Subtenant agrees to:

    A. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.

    B. Keep the Premises and such other areas as may be assigned for your exclusive use in a decent, clean, sanitary, and safe condition, and the inside of Premises maintained according to acceptable housekeeping standards.

    C. Dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner.

    D. Use only in a reasonable manner, and in a manner designed to conserve water, gas and electricity, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

    E. Promptly notify us of the need for repairs to the Premises and known unsafe conditions in the common areas and grounds of the building which may lead to damage or injury.

    F. Refrain from, and cause your guests to refrain from, destroying, defacing, or removing any part of the Premises or the Property, including placing contact paper, decals, or paint on any surface in the Premises.

    G. Pay for the repairs or damages to the Premises, Property, facilities, or common areas that you or your guests intentionally or negligently cause, normal wear and tear excepted.

    H. Conduct and cause other persons who are on the Property with your consent to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.

    I. Refrain from illegal or other activity which impairs the physical or social environment of the Property.

    J. Cooperate with Landlord's efforts to make repairs and other improvements in the Premises and in the Property.

    K. Comply with the written House Rules described in Section 10 above.

23. **Landlord's Obligations:** Landlord agrees to:

A. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

B. Within a reasonable time, make or require necessary repairs to the Premises to keep it in a habitable condition.

C. Keep the Property, facilities, and common areas, not otherwise assigned to you for maintenance and upkeep, in a clean and safe condition.

D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

24. **Termination and Eviction:**

A. After the initial lease period Subtenant may terminate the Lease for the Premises by giving 30 days' written notice to Landlord. If Subtenant does not give a full 30 days' notice, Subtenant shall be liable for rental charges up to the end of the 30 days for which notice was required. Subtenant agrees to vacate the Premises no later than the expiration date of such notice, remove all personal property, and leave the Premises clean and in good repair.

B. Landlord may terminate this Lease only in accordance with applicable law, for the following reasons:

(1) Abandonment of the Premises by Subtenant.

(2) Material or repeated violation by Subtenant or Subtenant's guests of the House Rules.

(3) Material or repeated violation of the terms of this Lease by Subtenant or Subtenant's guests.

(4) Intentional misrepresentation or intentional failure to state any fact or facts, including facts concerning Subtenant's income and assets, upon which Landlord relied in agreeing to enter into or continue the Lease.

(5) A material breach includes, but is not limited to:

a. Nonpayment of rent or any other financial obligation under the Lease after the expiration of a notice to pay or quit, or

b. Four (4) or more late rent payments within any twelve (12)-month period received after the fifth day of the month, or

c. Failure to reimburse Landlord within thirty (30) days or other reasonable time agreed upon by Landlord for repairs required to maintain the Premises, or

d. A violation resulting in damages to the Premises or any other portion of the building, or

e. A violation which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Premises or the Building, or

f. A violation which interferes with the responsibilities of Landlord or Landlord's agents.

(6) Failure or refusal by Subtenant to provide the income information upon "Income Certification" required by Section five (5) of the Lease, or intentionally provide false or incomplete information.

(7) Failure to fulfill the obligations of this Lease.

C. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction and a statement of Subtenant's rights under Landlord's Grievance and Appeal Procedure.

D. Landlord has adopted a procedure for the resolution of disputes arising out of this Lease or your occupancy of the Premises. The procedure establishes your right to a hearing on grievances related to your occupancy and appeal of any of Landlord's decisions regarding your occupancy, including notices of termination and eviction. A copy of the Grievance and Appeal Procedure is attached to, and made a part of, this Lease as Exhibit B.

25. **Proposition 65 Warning**: Entering the Premises as well as the common areas in and around the Property can expose individuals to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, to which warnings are now required. These chemicals include, but are not limited to: tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components from cigarettes, building materials and products, vehicle exhaust pipes, etc. California Health & Safety Code Section 25249. For more information, go to http://P65Warnings.ca.gov.

26. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

27. **Non-Discrimination:** There shall be no discrimination against or segregation of, any person on account of race, sex, color, national origin, ancestry, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, disability, citizenship status, immigration status, primary language spoken or any other protected classification under state or federal law, in the sale, lease, Lease, transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the Landlord, or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Subtenants, lessees, or vendees of the Property.

28. **Possession of Premises:** If Landlord is unable to deliver possession of the Premises at the time this Lease begins, Landlord shall not be liable for any damages caused by such delay, nor shall this Lease be void or voidable. In such case, Subtenant shall not be liable for rent until possession of the Premises is delivered. Subtenant may terminate this Lease by providing written notice to Landlord if possession is not delivered within three (3) days of the beginning of the term of this Lease.

29. **Waiver:** Landlord's failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

30. **Requests for Accommodations or Modifications:** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary and reasonable to provide the disabled person with an opportunity to use and occupy the Premises in a manner equal to that of a non-disabled person. If Subtenant believes Subtenant requires an accommodation or modification as a result of a disability, Subtenant may contact Landlord to begin the interactive process.

31. **Megan's Law Disclosure:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

32. **Additional Lease Provisions:** Additional provisions are incorporated and attached to this Lease as Addendums:

A. ☐ Community Guidelines and House Rules
B. ☐ Grievance and Appeal Procedure
C. ☐ Affordable Housing Programs Relevant to Property
D. ☐ Crime-Free Housing Addendum
E. ☐ Lead Disclosure Statement
F. ☐ Pest-Control Disclosure Statement
G. ☐ Bed Bug Addendum
H. ☐ Move-In/Move-Out Inspection Form
I. ☐ Disability Related Accommodation/ Modification Policy Attachment
J. ☐ VAWA Notice of Occupancy Rights Addendum
K. ☐ VAWA Certification Addendum
L. ☐ Prop 65 Fact Sheet Acknowledgment
M. ☐ HSH PSH Addendum
N. ☐ _____
O. ☐ _____

33. **Acknowledgment:** As consideration for your continued fulfillment of the terms and conditions of this Lease, we agree that you may, during the effective period of this Lease, have and enjoy the use of the Premises described above.

Housing for Independent People, Inc.
Landlord

By _____

~~Agent for Landlord (Print)~~ (LL)

Date 4/19/2022

Subtenant

Rashiba Session
Subtenant's Name (Print)

Date _____

LaTasha Russell
Landlord

4-19-2022
Date

Exhibit "A"

Verona Hotel Community Guidelines and House Rules

THESE COMMUNITY GUIDELINES AND HOUSE RULES are hereby incorporated into and made a part of the Sublease agreement made between the Landlord and the Subtenant on 4/19/22, for the Premises located at: 317 Leavenworth Street, Unit # 108, San Francisco, California, 94102.

In an effort to provide Subtenants with a clean, safe, and comfortable residence, and to establish and maintain a good relationship between the Landlord and Subtenants, the following rules are in effect at the Verona Hotel:

1. **Management:**

   a. The management office is generally open Monday through Friday from 9:00 a.m. to 4:00 p.m. Any changes to office hours will be posted on or near the office doors.

   b. Please call the Property Manager at **415-351-2200** to report criminal activity, accidents, injuries, or property damage as soon as possible after the incident occurs. Subtenant should call 911 prior to calling management if emergency assistance is required for a fire, criminal activity, or a medical or life-threatening situation. Subtenant should call to schedule an appointment prior to personally visiting the management office except in emergency situations to ensure availability.

2. **Rent Payments/Late Rent/Returned Checks:**

   a. Cash will not be accepted for rent or any other payments due.

   b. Rent is due on or before the first day of each month and is late thereafter. If rent is not paid by 5:00 p.m. on the 5th day of the month, Subtenant will be charged a late charge. The provision for payment of a late charge does not constitute a grace period, and Landlord may serve a Three-Day Notice To Pay Rent Or Quit at any time after the first day of the month regardless of the late charge. Acceptance of any late charge shall not constitute a waiver of Subtenant's default with respect to the past due amount or prevent Landlord from exercising any other rights and remedies available to Landlord.

   c. Subtenant acknowledges that Landlord will sustain damage on account of any late payment of rent but that it will be extremely difficult or impossible to fix or determine with specificity the actual amount of the damage. Therefore, Subtenant agrees to pay, as additional rent, a late charge in the amount of **$25.00**. Subtenant acknowledges that this late charge represents a fair and reasonable estimate of the costs and damages that Landlord will incur by reason of late payment by Subtenant.

   d. In the event Subtenant makes any required payment with a check that is not honored by the bank on which it is drawn because of insufficient funds, or for any other reason,

Subtenant shall pay Landlord the additional sum of **$35.00**, as reimbursement of the expenses incurred by Landlord. Such charge shall be immediately due and payable upon written notice to Subtenant. Subtenant's failure to immediately pay the charge shall constitute a default under the terms of this Lease. Nothing in this paragraph shall limit other remedies available to Landlord as a payee of a dishonored check.

3. **Conduct of Subtenants:**

   a. **Quiet Hours: Quiet hours are between 10:00 p.m. and 8:00 a.m. daily and extend to the entire Property, including common areas.** During quiet hours, Subtenants should not visit other units unless invited by another Subtenant to do so. During quiet hours, Subtenants should not visit other floors unless invited by a Subtenant of that floor.

   b. Subtenants and their guests shall not commit or permit any act that will unreasonably interfere with the right, comforts or convenience of other Subtenants, their guests, management, maintenance staff, or Landlord's vendors.

   c. Physical violence or threats of violence toward anyone at the Property at any time is strictly prohibited.

   d. Willful destruction of property of other Subtenants, Landlord, or others at the Property is prohibited.

   e. Subtenants shall not harass, or threaten, other Subtenants, guests or visitors of other Subtenants, management, maintenance staff, or Landlord's vendors. Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive, or hostile environment for any Subtenant, guest, visitor or other person in the Property, or which interferes with the work performance of Landlord's employees, workers, or vendors. Examples include racial slurs; ethnic jokes; posting of offensive statements or posters; or other similar conduct. Sexual harassment includes solicitation of sexual favors, unwelcome sexual advances, or other verbal, or physical conduct of a sexual nature.

   f. Subtenants shall keep the volume of any radio, TV, stereo or musical instrument sufficiently reduced at all times so as not to disturb others and shall refrain from excessive loud talking or singing.

   g. Subtenants are not permitted to make video or audio recordings in common areas of the Property without the express permission of Landlord

   h. Subtenant shall not throw items, including keys, from windows to the street or other areas below. Subtenants shall not yell or call out windows to people on the street below.

   i. Subtenants shall not slam doors or drop heavy objects on the floor so as not to disturb other Subtenants.

j. Subtenants and their guests must refrain from any illegal activities or other activities that may impair the social or physical environment of the Property.

k. Subtenants may not bring firearms or ammunition into the Property unless Subtenant can show proof of having a valid Firearm Safety Certificate or proof of exception. Any firearms in the Premises must be stored in a secure locked container or locked with a locking device that renders it inoperable.

l. Subtenants and their guests shall not use, manufacture, or sell illegal drugs in the Premises or the Property.

m. Subtenants shall not grow, sell, or use marijuana or marijuana products in the Premises or the Property.

n. Subtenants and their guests shall not loiter outside of the Property.

o. No solicitation or handbill distribution of any kind is allowed on the Property.

p. Subtenants and their guests shall not enter or exit through any emergency exit door, window, or fire escape in the Property, except in the event of emergency.

q. Subtenants and their guests are prohibited from interfering with the job responsibilities of, or in any way threatening or harassing, employees of Landlord, and of its authorized vendors or its service providers.

r. Tenants and their guests shall comply with all posted signs, notices, and warnings at all times.

4. **No Pets:** No pets are allowed in the Premises or the Property at any time, including pets of Subtenant's guests.

5. **Visitor Policies:**

a. Subtenants must check their visitors in at the front desk of the Property and escort them in all common areas of the Property. All visitors must sign in when they arrive and sign out when they leave. All adult visitors must present a current and original government issued photo identification, including: a Dept. of Motor Vehicles (DMV) issued Driver's License or Identification Card, a United States or foreign passport, a Resident Alien Card, a United States Veterans' Administration or Military identification, or a California Dept. of Corrections identification. Adult visitors without current and original photo identification may not enter the Property.

b. The front desk staff will retain visitor's photo identification at the front desk until the Subtenant escorts the visitor back to the front desk and exits the Property. Visitors must leave their photo identification each time they enter the Property, and retrieve it each time they exit.

c. Visitors are permitted in the ground floor common areas ONLY. Visitors are not permitted in Subtenant's unit.

d. Visiting hours are between **10:00 a.m. and 8:00 p.m. daily**. NO overnight visitors are permitted.

e. Subtenant may host a maximum of two (2) visitors at a time for up to two (2) hours per visitor per day.

f. Children 13 years old and under shall not be counted toward the visitor limitation rule. Management reserves the right to limit the number of children to two (2) per Subtenant per visit.

g. Subtenant must escort their visitors from the main entrance immediately upon their arrival. Visitors will be refused entry and asked to come back at a later time if the Subtenant is not available.

h. All visitors must use the bathrooms available in the front lobby.

i. Caregivers shall be exempt from visitor limitations during daytime hours. Subtenant must submit a reasonable accommodation if caregivers are required outside of regular visiting hours.

j. Subtenant is responsible for the behavior of their guests at all times. Subtenant is responsible for ensuring that their guests adhere to the House Rules while at the Property.

k. Subtenant should advise their visitors not to call up to their window for them as this disturbs other Subtenants and neighbors of the Property.

l. Subtenants must not throw their keys or other items from their windows to their guests below

m. Landlord reserves the right to restrict visitors on certain days of the month on five (5) days posted notice. Restricted visitor days do not apply to children under the age of thirteen (13).

n. Landlord reserves the right to deny Subtenants the right to have visitors for a specified period of time in the event that Subtenants or their guest violate the Visitor Policy or House Rules.

o. Landlord reserves the right to ban specific individuals from the Property for a specified period of time, or permanently, if they violate the Visitor Policy or House Rules.

6. **No Smoking in Common Areas of the Property:** Smoking of any kind is NOT allowed in or around any common area of the Property unless specifically marked as a smoking area. It is a material breach of the Sublease Agreement to: (i) violate any law regulating smoking while in the Property; or (ii) smoke in the common areas or any outdoor space in which smoking is prohibited. Smoking is permitted inside the Premises. Subtenant must close the door to the Premises when smoking inside.

Efforts by Landlord to designate any part of the Property as "No Smoking," does not make Landlord the guarantor of Subtenant's health or the condition of the Premises and common areas with regard to smoke. Landlord shall take reasonable steps to enforce the no-smoking terms of its subleases and House Rules. Landlord cannot be held responsible for smoking violations that it is not aware of and/or have not been reported to property management.

7. **Common Areas:**

a. Common areas are for the use of all Subtenants in the Property. Subtenants shall respect the right of others to share and use these areas and shall clean up after themselves.

b. At no time shall any washing, rugs, clothing, apparel or any other article be hung out of windows, in any common area, or on any exterior area of the Property. Subtenant shall not hang items from exposed pipes or fire sprinklers in or around the Property as doing so may damage and/or set off fire sprinklers.

c. Subtenants must be fully clothed (including shoes) at all times in all common areas, including the ground floor, elevators, and basement floor offices, and common spaces. Attire must not be soiled. Pajamas, nightgowns and bathrobes are prohibited in all common areas.

d. **Community Kitchens:** Subtenant shall immediately remove any cooking equipment upon the request of the staff. One (1) community kitchen is available to all Subtenants. Subtenants using the community kitchen are required to monitor their cooking at all times and, may not leave pots unattended on the stove. Immediately after using the kitchen, Subtenants are required to wash and remove all dishes and clean all kitchen surfaces used. Failure to do so may result in the suspension of community kitchen privileges at the sole discretion of Landlord.

e. **Community/Shared Restrooms:** The toilets, sinks, showers, and bathtubs shall be used only for the purposes for which they were designed. No paper towels or other heavy materials shall be thrown in toilets. Subtenants are responsible for cleaning up after using shared shower, bath, and toilet facilities. Subtenants should use water in reasonable quantities to promote water conservation and reduce waste. Subtenants must use ventilation fans and/or open restroom windows when bathing or showering to minimize the opportunity for moisture to build up and mold and mildew growth. Subtenants shall report leaky faucets and toilets to Landlord as soon as possible so that repairs can be made promptly. The use of the bathtubs, showers and bathroom sinks to wash clothing, dishes, animals, or to empty a chamber pot is not allowed.

f. No additional storage space outside of the Premises is authorized, permitted, or provided. Subtenant shall not store or keep anything on the stairways, landings, railings, fire escapes, or in any common areas of the Property.

g. Subtenants shall abide by Quiet Hours while using common areas. Landlord reserves the right to restrict common area usage as necessary to ensure the quiet and peaceful enjoyment of all Subtenants in units near common areas.

h. Subtenants shall not remove any furnishings or other items placed in common areas.

i. Subtenants shall not consume alcoholic beverages in common areas or otherwise be visibly intoxicated while using common areas.

j. Illegal substances are not permitted in common areas.

k. Selling or canvassing is not permitted by Subtenants or others on the property. Loitering and panhandling in front of the Property is strictly prohibited. Subtenants must report any soliciting, loitering, or panhandling to the front desk.

l. Subtenants and their guests do not have access to any areas of the Property that are marked off-limits or staff only.

m. Subtenant may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railings or glass; or mount a satellite dish or antenna in a manner that will cause more than ordinary wear and tear to the Premises or Property.

n. Running, jogging, and riding bicycles, skateboards, or other wheeled apparatus is not permitted in the Property, except for wheelchairs.

8. **Maintenance and General Care of the Premises:**

a. **Condition of Premises and Inspections**: The Subtenant shall maintain the Premises in a clean, sanitary, and uncluttered condition with unrestricted ingress to and egress from all windows and doors in the Premises. Doors shall be able to open fully and shall not be blocked. Landlord will perform inspections of the Premises as needed for safety, sublease and house rules compliance, fire safety, and pest control. Subtenant will receive a minimum of 24 hours' notice prior to entry, except in the case of emergencies. Landlord reserves the right to inspect the Premises on an as-needed basis in addition to any regularly scheduled routine inspections.

b. **Maintenance Requests:** Subtenants must notify Landlord when repairs or maintenance are required in the Premises. Subtenant must notify the Property Manager or Desk Clerk and should submit a Work Order if possible. Routine maintenance requests will be addressed during normal business hours. Emergency maintenance requests will be addressed as soon as possible.

c. Subtenants shall not interfere with the work of maintenance technicians, janitors, or other employees or authorized vendors. Refusal to allow entry into the Premises for workers to perform necessary repairs shall be deemed a material breach of the Lease.

d. Subtenant shall NOT redecorate, paint, refinish floors, or otherwise alter the Premises, or any part thereof, in any way, without prior written consent of Landlord. Subtenant shall not hang any plants, planters or lighting fixtures from ceilings or walls, without prior written consent of Landlord. Subtenant shall not tack, nail, or glue any coverings to floors, walls or ceilings, without prior written consent of Landlord.

e. No plants, planters, or plant boxes may be placed directly on floors or carpets, on window ledges, or on fire escapes.

f. Subtenant understands that Subtenant is responsible for repair of ALL damages in and/or about the Property whether caused by Subtenant or Subtenant's guests or invitees.

g. To avoid mold and mildew growth, Subtenants must use ventilation fans where available, regularly opening windows where available, and ensuring that air can circulate throughout the Premises by not storing excess items along the walls of the Premises. Subtenant agrees to properly ventilate the Premises and to promptly clean up any accumulation of moisture. Subtenant further agrees to notify Landlord immediately of any excessive moisture build-up, or if Subtenant notices mold or mildew growing in the Premises. Subtenants also agree to report leaky faucets and toilets to Landlord as soon as possible so that repairs can be made promptly.

h. Subtenant is responsible for properly removing and disposing of all garbage and recycling in the appropriate waste receptacles provided by Landlord on a regular basis. Subtenant shall not permit excess trash, garbage, or recycling to accumulate in the Premises. Trash, garbage, or recycling may not be left in common areas of the Property.

i. Subtenant shall not store materials that may pose a fire, health, or safety hazard in the Premises. Flammable materials must be stored away from heaters or other sources of heat. Fire extinguishers are available in common areas throughout the Property.

j. **Sprinklers System:** If there is a fire suppression sprinkler system in the ceiling of the common areas or the Premises, Subtenant must leave the sprinkler heads alone. Sprinkler heads are somewhat sensitive and can be easily broken off. If they are broken off or accidentally triggered, it will cause immediate flooding where the sprinkler head is located, and perhaps adjacent areas. Do not use the sprinkler heads for target practice of any kind, or as hooks – never hang anything on the sprinklers. Subtenant will be responsible for the cost of cleaning up water damage caused by misuse or damage to sprinkler heads.
If a sprinkler head is broken, immediately call the front desk at 415-351-2200 AND the fire department at **911** to report the breakage and minimize damages due to flooding.

k. **Light Bulbs:** The Premises shall be supplied with light bulbs at the time of occupancy. Subtenant is responsible for replacing bulbs within the unit as needed.

l. **Heaters:** No kerosene, propane, or other fuel-based heaters may be used in the Premises.

m. **Appliances:** Appliances supplied and maintained by Landlord shall remain in the Property unless replaced by Landlord. No additional appliances of any sort are permitted without the prior written permission of the Landlord, including but not limited to mini fridges, microwaves, hotplates, rice cookers, toasters, or toaster ovens.

n. **Smoke Detectors:** Smoke Detectors and, if applicable, Carbon Monoxide Detectors, are installed in all units and common areas of the Property as required by state law. Tampering with, damaging, disconnecting, or removing Smoke or Carbon Monoxide Detectors from the Premises or common areas of the Property, even temporarily, is not permitted and shall be considered a violation of the Sublease. Landlord will inspect all Smoke Detectors and Carbon Monoxide Detectors at regularly scheduled intervals.

o. **Locks & Keys:** One set of keys will be provided to Subtenant. Upon termination of the Sublease, Subtenant shall return all keys to Landlord. No additional locks may be installed on any door without prior written permission from Landlord. Subtenants shall notify Landlord in the event a key is lost. No re-keying of any lock is permitted. There shall be a $10.00 charge for each lost key and a $35.00 for each lost key fob, if applicable. Subtenant shall not give or loan any key or, if applicable, key fob, to the Premises or the Property to any other person.

Landlord may change the lock to the Premises upon Subtenant's request. Subtenant will be charged for all lock changes. Landlord has the right to refuse a lock change if excessive requests are made unless accompanied by a police report indicating suspicious activity in the Premises.

In the event of a lockout, Subtenant may request entry from the management office during regular business hours. Only authorized Subtenants will be given entry to the Premises.

p. **Outdoor Grills:** Charcoal grills, large propane grills, and other open flame cooking devices shall not be used inside the Property.

q. **Trash Disposal**: Subtenant is responsible for properly removing and disposing of all garbage and recycling in the appropriate waste receptacles provided by Landlord/Agent. Subtenant shall not permit excess trash, garbage, or recycling to accumulate in the Premises.

r. **Fire Hazards**: Subtenant shall not store materials that may pose a fire, health, or safety hazard in the Premises. Flammable materials must be stored away from heaters or other sources of heat.

s. **No Waterbeds:** Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then such furniture may be permitted only upon written consent of Landlord, upon Tenant's completion of certain conditions and requirements and subject to continued compliance by Subtenant of all legal requirements. Landlord has the right to be present during the installation, relocation, or removal of any waterbed or other liquid-filled furniture.

t. **Window Coverings/Blinds**: All window coverings/blinds are to be maintained as originally provided in the Premises. Any damage to the window coverings/blinds will be the responsibility of Subtenant and Subtenant will be charged accordingly. Landlord will not permit any alterations or changes to the color or type of window covering as originally provided in the Premises. Subtenants may not replace or remove window coverings without prior written approval of Landlord.

u. **Signs and Decorations:** The Subtenant shall not exhibit signs, stickers, decorations, advertisements, notices, or placards at any door, window, or any other part of the Premises or Property visible to the exterior of the Premises without the prior written consent of the Landlord, except in areas specifically assigned by Landlord.

Only political signage relating to a candidate running for public office or a political issue that is currently up for a vote on a local ballot or before a local public entity or elected body may be displayed. Any political signage shall be installed or affixed in such a way that it does not cause damage to the area, paint, or finish under the sign. Subtenant shall be responsible for the cost to repair any damages or injuries caused by the installation of the signage. All political signage must be posted and removed in compliance with any time limits provided by the applicable local ordinance. If no local ordinance provides a time limit for the posting of political signs, such signs may not be posted more than ninety (90) days prior to the date of the election related to the subject of the sign and must be removed no later than ten (10) days after the date of the election.

9. **Pest Control:** Pest control shall be provided by the Landlord on a regularly scheduled basis, and as needed, and the Subtenant shall provide the Landlord access for same. Subtenants must cooperate with Landlord's pest control program to keep the Property pest-free. Subtenant must report any infestation of insects, rodents, bed bugs, and other pests to Landlord immediately to prevent the infestation from spreading to other units. If Landlord determines that the Subtenant is contributing to the problem, the Subtenant shall be held responsible for the cost of exterminating beyond regularly scheduled pest control treatment and prevention efforts.

10. **Parking:** There are no parking facilities provided by Landlord at the Property. Subtenants park their vehicles on the streets around the Property at their own risk. Landlord assumes no responsibility for loss or damage that may occur when parking a vehicle near the Property.

11. **Health and Safety:**

a. During times of infectious disease alerts by the City and County of San Francisco's Public Health Department (SFDPH) all Subtenants will follow SFDPH recommendations and guidelines for preventing the spread of infectious disease. This includes wearing Personal Protections Equipment (PPE) including face coverings/masks, taking their temperature if they present symptomatic, and temporarily transfer to a safe location for isolation if required.

b. Subtenants are required to follow state and local guidelines regarding face masks and face coverings in public/common areas.

c. Subtenants who are coughing are required to wear a PPE mask in the Property common areas and shared laundry areas to ensure staff and Subtenant safety.

d. Landlord will follow state and local laws, and CDC and SFDPH protocols and guidelines for preventing the spread of infectious disease at the Property.

12. **Amending House Rules:** Landlord may amend these House Rules at any time following a thirty (30) day written notice to Subtenants.

By signing below, I am acknowledging that I have read, understand, and will abide by all of the rules of the Verona Hotel as set forth herein or as may be amended or added to by the Landlord at a later date. I further certify that I have received a copy of these House Rules and understand and acknowledge that these House Rules are an Attachment to and part of the Sublease.

THIS AGREEMENT is made on this 19 day of April 2022.

X _____

Subtenant

Witnessed by: _____

_____

Agent for Landlord

Grievance and Appeal Procedure – Attachment "B"

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about property management staff, decisions, discrimination, and/or you feel you have been treated unfairly the following are the steps you should take to have your complaint heard:

Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may request a grievance hearing.

A. Rights to a Grievance Hearing

If you are a resident of an Abode Services, Allied Housing, or Housing for Independent People property and you believe that management has acted so that your rights or status are adversely affected, or you believe that management has not complied with the terms of the residential lease it entered into with you, then you are entitled to a hearing in accordance with this grievance and appeal procedure.

You may also request a hearing if you have a complaint about another tenant concerning your or others' health and safety or if the complaint in reference to the other tenant involves the maintenance and management of the project.

If you applied for a unit and were rejected, you also have the right to request a hearing.

The grievance and appeal procedure **does not apply** if:

1. You have been given a notice to vacate because:
   a. You are causing or permitting substantial damage to your unit;
   b. You are using your unit for unlawful purposes; or
   c. You have created or maintained an imminent threat to your health and safety or that of others.

2. You are disputing whether the terms and conditions in the lease are valid or proper.

If the grievance involves the amount of rent or other charges that management claims are due, you must pay the amount in dispute to management, unless management waives the requirement. You must continue to pay all rent and charges not in dispute as they become due. If you fail to pay or deposit the funds as required, the hearing officer or panel may determine that you have waived your right to a formal hearing. If the hearing officer or panel decides that you have waived your right to a hearing you can still resolve your grievance in court.

B. Requesting a Hearing

1) **The Informal Hearing.** The goal of the informal hearing is to settle the problem without the need for a formal hearing. If you have a complaint and request a hearing, you will have an informal hearing with the individual designated by management to hear complaints (usually the property supervisor/program manager). Once requested, the informal hearing must be held between you and management within 10 working days after your request. Furthermore, management is obliged to give you its decision on the matter in writing within 14 days of the hearing. The Property Supervisor or Program Manager/Director will review the case and confirm the decision of Management prior to releasing the decision. If the decision is not in your favor or the problem is not settled, you are entitled to request a formal hearing. The written decision will also include the procedures you must follow if you want to appeal the decision in a formal hearing.

2) **Present your request for an informal hearing on time**. You must personally present your grievance either orally or in writing to our office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed ten (10) working days after the reason for the grievance or dispute arose.

   While you can present your grievance orally, it is better to state your grievance in writing. The grievance may be simply stated, but you must specify the particular ground(s) for the grievance and action or relief you seek.

   We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within a reasonable time, not to exceed fourteen (14) days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the name of the hearing participant, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.

3) **The Formal Hearing.** If you are dissatisfied with management's decision at the informal hearing, you have a right to a formal hearing. The Director of the program/department will conduct the formal hearing. If the designated member of the formal hearing cannot be agreed upon, such member can be appointed by the Executive Director or an independent organization contacted by management, such as the American Arbitration Association.

4) **Present your request for a formal hearing on time**. If you want a formal hearing, you must submit a written request to us within ten (10) days after receiving the decision from the informal hearing. If you miss this 10-day deadline, the decision from the informal hearing will become final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

   As with the informal hearing, you must state the nature of your complaint or grievance, the reasons why you disagree with the decision resulting from the informal hearing and action or relief you seek.

5) **Do not miss the hearing**. The hearing will be held no more than two (2) weeks after management receives your request for a hearing. You will be given at least three days' notice of the hearing date. If you fail to appear, the hearing officer can either declare that the absent party has waived the right to a hearing or reschedule the hearing for a later date.

D. Procedures Governing the Hearing

The following procedures are intended to protect your right to a fair hearing:

1. You can bring as much evidence to the hearing as you think you need. However, the hearing officer will determine if it relates sufficiently to the hearing to be considered. You can bring someone to represent you at the hearing, but you must also be present.

2. You and management can have witnesses to support your respective positions, with the right to cross-examine each other's witnesses.

3. You will be given the opportunity before the hearing to examine and copy at your expense all documents, records, and regulations that are relevant to the hearing.

4. Either party may request that the hearing be tape-recorded at their own expense.

5. At the hearing, you must present your side of the dispute and state what you want done. It will then be management's burden to justify its actions. If the hearing relates to an eviction or lease termination,

management must also prove "good cause," as defined in the appropriate Program Regulations governing the property. Good cause includes, but is not limited to, nonpayment of rent, noncompliance with the terms of the lease, subletting, failing to maintain eligibility under the Program and remaining on the property after your tenancy is terminated.

6. Those present at the hearing must conduct themselves in an orderly fashion. Failure to do so is sufficient grounds for the hearing officer to render an adverse decision to the unruly parties.

7. If you need an interpreter, you must provide your own. Failure to bring an interpreter will not be grounds for a postponement of the hearing.

8. During the pendency of the informal and formal hearing process and until the delivery of the written decision to you, management will extend the time period imposed pursuant to a formal eviction procedure arising out of the issues in dispute, including any court filing date required of you.

E. Decision of the Hearing Officer or Panel

The hearing officer must send a written decision to all parties within two weeks of the hearing. The decision will be based solely upon a preponderance of the evidence presented at the hearing and in conformance with applicable laws and/or regulations. Provided that the decision is consistent with the applicable laws and regulations, it will be binding on all the parties.

If the decision is in your favor, management must promptly take all actions necessary to carry out the decision or refrain from any action prohibited by the decision. If the decision is not in your favor, you must promptly comply with the decision, terminate your tenancy and move, if required, or take your complaint to court.

F. Section 504 Grievance & Appeal Procedures

It is the policy of ***Abode Services, Housing for Independent People and Allied Housing*** not to discriminate on the basis of disability. ***Abode Services, Housing for Independent People and Allied Housing*** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) of the U.S. Department of Health and Human Services regulations implementing the Act. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the office of ***Abode Services, Director of Property & Asset Management, 504 Compliance Officer, 40849 Fremont Blvd., Fremont, CA 94538 Phone: 510-657-7409,*** who has been designated to coordinate the efforts of ***all Abode Services master-lease properties, shelters, affordable and supportive housing properties*** to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability or has been denied an accommodation or modification on the basis of disability may file a grievance or an appeal under this procedure.

Grievance & Appeals Procedures for Section 504:

- Grievances must be submitted to the Section 504 Coordinator within ***ten (10) days*** of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint can be presented orally or in writing, containing the name and address of the person filing it. While you can present your grievance orally, it is better to state your grievance in writing. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or her/his designee) shall conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance. The Section 504 Coordinator will maintain the files and records of ***Abode Services, Housing for Independent People and Allied Housing*** relating to such grievances.

- The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the ***Chief Operating Officer*** within 15 days of receiving the Section 504 Coordinator's decision. The ***Chief Operating Officer*** shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability by fax to (202) 307-1197, online at https://www.ada.gov/complaint/ or mailed to the following:

U. S. Department of Justice,
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section – 1425 NYAV,
Washington, DC 20530

Abode Services, Housing for Independent People and Allied Housing will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for coordinating such arrangements with the program/property staff.

G. Unresolved Grievances or Additional Appeals

If the parties and hearing officer are unable to resolve the grievance or any party wishes to make an additional appeal, either party may direct their complaint to the local responsible agency for review and recommendation.

For unresolved grievances or additional appeals under the Fair Housing Act, housing and community development programs and federally funded programs/properties, you may contact the San Francisco Regional Office of FHEO, U.S. Department of Housing & Urban Development, One Sansome Street, Suite 1200, San Francisco, CA 94104, Phone: (415) 489-6524 or (800) 347-3739 and TTY (415) 436-6594, Complaints online at complaintsoffice09@hud.gov.

That agency shall, upon a written request, shall be the final authority for purposes of interpretation of the procedures.

H. Right to Go to Court

Participation in any of the procedures described above will not waive, or affect in any manner whatsoever, any rights you or management may have to any judicial proceedings that may thereafter be brought on the matter.

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

It is against the law for ***Abode Services, Housing for Independent People and Allied Housing*** to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Addendum "C"

Affordable Housing Program

This Affordable Housing Program (Addendum) dated 4/19/22 is attached to and made part of the sublease agreement (the "Sublease") by and between **Housing for Independent People, Inc.,** (hereinafter "Landlord" or "we" or "us") as the authorized agent for the Owner of the Premises, and the undersigned individuals, jointly and severally, (hereinafter collectively referred to as "Resident" or "you"). Together Resident and Landlord are referred to herein as the "Parties." All terms not specifically defined herein shall have the same definition as found in the Lease. Landlord and Resident agree as follows:

1. Applicable Program(s). Resident understands and acknowledges that the Premises and the Property is operated in accordance with the federal, state or local programs identified below and is subject to various laws, rules, regulations and regulatory agreements governing these programs (hereinafter referred to as the "Program"). Specific information is attached hereto as Exhibit A to Addendum C.

2. Amendment for Compliance. Resident understands and agrees that this Addendum and/or the Lease may be amended at any time upon thirty (30) days' notice as necessary to ensure compliance with all laws, rules, regulations and agreements governing the Program and/or the Premises.

3. Program Eligibility. Resident understands and acknowledges that Resident's eligibility to qualify for a unit under the Program and occupy the Premises is based on, among other criteria, information provided by Resident to Owner, including information regarding Resident's household income and assets and Resident's household size. Prior to approving Resident for a Program unit, and not less frequently than annually thereafter, Owner must obtain a certification from Resident demonstrating that the household meets the eligibility and occupancy requirements established for the Premises under the Program. Resident agrees to cooperate fully with the recertification requirements and

4. Increase in Household Income. If Resident is deemed an Extremely Low Income Household by Landlord under the Program and, at the time of the annual re-certification, Landlord determines Resident's household has an income exceeding the maximum qualifying income for Extremely Low Income Household, then Resident shall be permitted to remain in the Premises, but upon 60 days' written notice to Resident, Landlord may increase the rent charged to Resident to the rent established by HUD for Very Low Income Households or, if Resident's household's income exceeds the maximum qualifying income for Very Low Income Households, to the lesser of one-twelfth (1/12th) of thirty percent (30%) of the actual adjusted income of the Resident's household, or fair market rent.

5. Change in Occupants. Resident understands and agrees that additional occupants will be allowed and/or disallowed in accordance with income guidelines per the Program regulations, Owner's occupancy standards and applicable laws. Before any change in occupancy occurs, Resident must receive written permission from the Landlord. The number of persons that may occupy a Program Unit shall be based on unit size as set forth on Attachment A to this Addendum. If minimum and/or maximum household sizes are not identified in Attachment A, then the Property has a maximum household size of one person per bedroom plus an additional person and a minimum household size of one person per bedroom.

6. No Third-Party Beneficiary. Resident is not a party to the agreements governing the Program nor is Resident entitled to claim any right or benefit under those agreements, including the status of a third party beneficiary under the agreements. Nothing in those agreements, express or implied, is intended to confer any rights or remedies, on any persons other than the parties to it and their respective and permitted successors and assigns.

7. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease.

8. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

The undersigned certifies that he/she has read and understood the above-provisions of this Affordable Housing Program Addendum and agrees to abide by its terms.

Subtenant — Date: 4/19/2022

Agent for Landlord — Date: 4-19-22

Exhibit A to Addendum "C"

Affordable Housing Addendum

Property:	**Verona Hotel**	
Funder:	City of San Francisco	
Affordability Restrictions:		
County:	San Francisco	
Min Income Restriction:		No Minimum Income Restriction
Max Income Restriction:	30	% of Area Median Income (AMI) per Household
Initial Income Eligibility:		Income Eligibility for this property is based on income and rent limit published annually by the City & County of San Francisco
Rent Restrictions:		
Min Tenant Rent:	None	No Minimum Charge of Rent Rent is 30% calculated based on tenant income
Max Tenant Rent:	50%	Subject to City & County of San Francisco Rent Limits
Compliance Requirements:		
Recertification Required:	Annually	Due every year to meet the property restrictions
Annual Income Compliance:	140	% AMI is the Maximum Recertification Income
Initial Lease Terms:	12	month lease minimum & maximum
Security Deposit:		None
Resident Selection Criteria:		
Preferences:	1. Homeless/At Risk 2. Direct 1:1 Referral from HSH	
Disability Restriction:	None	
Household Type:	SRO	

Household Size Restriction:	Minimum	Maximum
SRO/Shared:	1 person	1 person

Copies of the governing regulations are available to you upon request.

Addendum "D"

Crime-Free Housing Addendum

This Addendum is subject to all terms and conditions as stated in the Sublease Agreement of: 317 Leavenworth St., San Francisco, CA 94102 (the "Premises") dated 4/19/22, between, Rashiba Session and Housing for Independent People, Inc (Landlord) and shall be attached to the lease agreement as an addendum.

In consideration of the execution or renewal of a Sublease Agreement for the Premises, Landlord and Subtenant agree as follows:

Subtenant, Subtenant's guests, or other persons affiliated with Subtenant such as a care provider or other person under the tenant's control:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the Development. "Drug-related criminal activity" means the possession, illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance or any drug that is illegal under state or Federal law.
2. Shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Shall not permit the Premises to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Shall not engage in the manufacture, sale, distribution, or use of illegal drugs or controlled substances at any location whether on or near the Premises or the Development.
5. Shall not engage in acts of violence or threats of violence including, but not limited to, the unlawful possession or discharge of firearms on or near the Premises or the Development.
6. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE SUBLEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. Subtenant understands and agrees that a single violation of the above provisions shall be considered a material and irreparable violation of the Sublease Agreement and good cause for termination of the Sublease Agreement. No arrests or convictions need to occur prior to a breach of the Sublease Agreement pursuant to this paragraph. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence that criminal and illegal activity has occurred.

THIS CRIME-FREE HOUSING ADDENDUM is hereby incorporated into and made a part of the Sublease Agreement.

Subtenant — Date

Landlord / Agent — Date 4-19-22

Addendum "E"

LEAD DISCLOSURE STATEMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Applicable only if checked here [x] (must be checked if building is constructed prior to 1978 or if Landlord knows or believes there to be lead-based print on the Premises.)

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

(ii) __X__ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):
(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or led-based paint hazards in the housing (list documents below).

(ii) __X__ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Sublessee's Acknowledgment (initial)
(c) __N/A__ Lessee has received copies of all information listed above.
(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent's Acknowledgment (initial)
(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

HSH-City and County of San Francisco			
Lessor (Print)	Lessor	Date	
Rashiba Session			
Subtenant Name (Print)	Subtenant		Date
LaTasha Russell		4/19/22	
Agent (Print)	Agent		Date

ATTACHMENT "F"

PESTICIDE NOTICE

Pesticides are the products used to control the target pests listed in your agreement. Pesticides make a better life for all by helping to control disease carriers, thus protecting our health and property. When properly used, pesticides pose no problem to man or the environment. Your technician is a state certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call 800-834-4034. To control target pests listed, we propose to use: 4-Aminopyridine, 415 Oil, Abamectin, Allethrin, Aluminum Phosphide, Amorphous Silica Dioxide, Avitrol, Bifenthrin, Boric Acid, Brodifacoum, Bromadiolone, Carbaryl Sevin, Chlorfenapyr, Cloroprician, Cholecaiciferok, Cholecalciferol, Copper-metalic, Cyfluthrin, Cypermethrin, Deltamethrin, Diphacinone, Dri Die, Ethephon, Fipronil, Gentrol, Hydromethylon, Hydroprene, Imidacloprid, Iron Phosphate, Lambda-Cyhalothrin, Malathion, Methaldehyde, Methoprene, Mono and Di Potassium Phosphite, Orth-boric Acid, Orthene, Paradichlorabenzine, Permethrin, Petroleum Oil, Phenoxybenzyl, Piperonyl Butoxide, Polalkylene Modified Heptamethyltrisiloxane and Non Ionic Surfactants, Precor, Propiconozole, Propoxur, Pyrenthrins, Resmethrin, Strychnine, Surfuramide, Zinc Phosphide.

_____

Other: _____

_____

_____

_____

State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICLS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed and that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact you physician or poison control center and your pest control company immediately. For further information, contact any of the following:

The Pied Piper Exterminators, Inc. 800-834-4034

County	For Heath Questions County Health Dept	For Application Info County Ag. Commission	County	For Health Questions County Health Dept	For Application Info County Ag. Commission
Monterey	755-4500	759-7325	Santa Clara	792-5040	918-4600
San Benito	637-5367	637-5344	Santa Cruz	454-4000	454-2620
San Joaquin	468-3400	953-6000	Stanislaus	558-7000	525-4730
Alameda	267-8000	670-5232	Contra Costa	313-6712	646-5250

Poison Control Information 800-876-4766

Regulatory Information: The Structural Pest Control Board 916-561-8700
2005 Evergreen St., Suite #1500, Sacramento, CA 95818-3831

Addendum "G"

BED BUG ADDENDUM

This Addendum is subject to all terms and conditions as stated in the Sublease Agreement of: 317 Leavenworth St., Unit # 108 , San Francisco, San Francisco County, CA 94102 (the"Premises") dated 4/19/22 ,between, Rashiba Session and Housing for Independent People (Landlord) and shall be attached to the Sublease Agreement as an addendum.
Landlord has inspected the Premises prior to entering into the Sublease Agreement and knows of no current bed bug infestation in the Premises. Subtenant represents that all furnishings or other personal property that will be moved into the Premises are free of bed bugs.

Bed Bug Fact Sheet and Reporting Procedures:

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

Importance of Cooperation for Prevention and Treatment: To prevent and treat bed bug infestations, it is important for Property Management and Subtenants to work together.

Procedure to Report Suspected Infestations: If you suspect that your unit has a bed bug problem or investation, promptly provide the Property Manager with a written notice containing the following information: 1) description of what was discovered; 2) date/time infestation was discovered; 3) location of infestation; 4) name, unit number, and contact information. Do not wait. Bed bugs multiply rapidly and create a major infestation that can spread from unit to unit very quickly. Additionally, you must notify the Property Manager immediately of any holes, cracks, or crevices that you observe in the Premises so that maintenance can seal any openings as soon as possible to prevent bed bugs, as well as other pests, from travelling between units.

ABODE Allied Housing

ADDENDUM "H"-UNIT INSPECTION FORM

Project Name: Verona Hotel — Date of Inspection:
Name of Family: Rashiba Session — Time of Inspection:
Unit No.: 108 — Inspected by:

Symbols	OK = Good	F = Fair	N = None	S/C = See Correction Notes	R/D=Resident -Caused Damage

TYPE OF INSP.: ☐ANNUAL Date: ☐MOVE-IN Date ☐ MOVE-OUT Date PERIODIC Date:

KITCHEN:		LIVING ROOM:		BEDROOM #4	
1. Door		46. Door(s) / Screen Door		91. Door/Trim	
2. Window / Covering / Screen		47. Windows		92. Window/Trim/Casing/Sills	
3. Walls & Ceiling		48. Screens		93. Screens	
4. Floor		49. Drapery / Blinds / Rods		94. Drapery / Blinds /Rods	
5. Fire Extinguisher		50. Light Fixture		95. Walls/Ceiling/Base Moldings	
6. Range / Hood		51. Walls / Ceiling		96. Floor	
7. Refrigerator		52. Floor		97. Electrical Outlet / Fixture	
8. Counter Top / Sink		53. Electrical Outlet / Fixture		98. Closet Door	
9. Faucet		54. Storage Closet		99. Closet Shelf / Wooden Pole	
10. Garbage Disposal		55. Telephone Jack / TV Cable		100. Telephone Jack / TV Cable	
11. Cabinets		56. Smoke Detector		101. Smoke Detector	
12. Electrical Outlet / Fixture		BEDROOM #1		102. Other-	
13. Thermostat		57. Doors/Trim			
BATHROOM: 1st		58. Window/Trim/Casing/Sills		EXTERIOR CONDITION:	
14. Door/Trim		59. Screens		103. Exterior Walls	
15. Windows/Trims/Casing/Sills		60. Drapery / Blinds / Rods		104. Roof	
16. Screens		61. Walls / Ceiling/Base Moldings		105. Back Yard	
17. Walls /Base Moldings/ Ceiling		62. Floor		106. Balcony & Patios	
18. Floor		63. Electrical Outlet / Fixture		107. Balcony wooden fence	
19. Towel Bar / Paper Holder		64. Closet Door		108. Parking Space	
20. Toilet/Seat / Seal		65. Closet Shelf / Wooden Pole		109. Water Heater & Closet	
21. Basin		66. Telephone Jack / TV Cable		110. Electrical Outlet / Fixture	
22. Tub / Surround Wall/Shower		67. Smoke Detector		111. Gutters	
23. Exhaust		BEDROOM #2		112. Insect Condition	
24. Medicine Cabinet		68. Door/Trim/		113.Trees	
25. Electrical Outlet / Fixture		69. Window/Trim/Casing/Sills		114. Other-	
26. Other-		70. Screens		115. Other-	
BATHROOM: 2nd		71. Drapery / Blinds / Rods			
27. Door/Trim		72. Walls / Ceiling/Base Moldings		KEYS ISSUED / RETURN:	
28. Windows/Trims/Casing/Sills		73. Floor		Unit:	
29. Screens		74. Electrical Outlet / Fixture		Laundry Room:	
30. Walls/Base Moldings/ Ceiling		75. Closet Door		Front Entrance Gate:	
31. Floor		76. Closet Shelf / Wooden Pole		Mailbox:	
32. Towel Bar / Paper Holder		77. Telephone Jack / TV Cable		Remote Control:	
33. Toilet/ Seat / Seal		78. Smoke Detector		Other:	
34. Basin		BEDROOM #3			
35. Tub / Surround Wall/Shower		79. Door/Trim		CORRECTION NOTES:	
36. Exhaust		80. Window/Trim/Casing/Sills			
37. Medicine Cabinet		81. Screens			
38. Electrical Outlet / Fixture		82. Drapery / Blinds / Rods			
39. Other-		83. Walls / Ceiling/Base Moldings			
HALLWAY / STAIRWAY:		84. Floor			
40. Walls / Ceiling		85. Electrical Outlet / Fixture			
41. Floor		86. Closet Door			
42. Staircase / Hand Rail		87. Closet Shelf / Wooden Pole			
43. Hall Closet		88. Telephone Jack / TV Cable			
44. Water Heater / Furnace		89. Smoke Detector			
45. Electrical Outlet / Fixture		90. Other-			
45A. Smoke Detector					

Stove Serial #	Stove Model #
Refrigerator Serial #	Refrigerator Model #

Family Certification / Owner's Certification

I have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to restore the apartment to its original condition. I Certify that the foregoing report correctly represents the conditions of the above unit. If this report discloses any deficiencies, all deficiencies' will be remedied within 30 days of the date this Tenant moves into this unit.

The unit is in decent, safe and sanitary condition.

Signature of Resident — Agent for Landlord

Date — Date 4-19-22

Addendum "I"

Disability-Related Accommodation/Modification Policy

This Disability-Related Accommodation/Modification Policy Attachment (Attachment) dated 4/19/22 is attached to the sublease agreement dated 4/19/22 (the "Lease") by and between **Housing for Independent People, Inc.,** (hereinafter "Landlord" or"we" or "us") as the authorized agent for the Owner of the Premises, and the undersigned individuals signing as residents, jointly and severally, (hereinafter collectively referred to as "Resident" or "you"). Together Resident and Landlord are referred to herein as the "Parties."All terms not specifically defined herein shall have the same definition as found in the Lease.If you have a disability and you need . . .

- A change in the rules or policies or how we do things that would make it easier for you to live here and use the facilities or take part in programs on site;
- A change or repair in your unit or special type of unit that would make it easier for you to live here and use the facilities or take part in programs on site;
- A change or repair to some other part of the housing site that would make it easier for you to live here and use the facilities or take part in programs on site, or;
- A change in the way we communicate with you or give you information,

you can ask for this kind of change, which is called an ACCOMMODATION or MODIFICATION. If you can show that you have a disability and if your request is reasonable (if it is not too expensive, too difficult to arrange, or a fundamental change to what we do) we will try to make the changes you request.

We will give you an answer within 14 days of your request unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help. If you need help in filling out an Accommodation Request Form, or if you want to give us your request in some other way, we will help you or refer you to someone who can help you. You can pick up an Accommodation Request Form at our offices.

For Lease Violation or Eviction:
If you have received a lease violation or eviction notice for breach of your lease and the breach is a result of a disability, you have the right to request an accommodation if there is something that will assist you in complying with the terms of your lease such as developing a plan that would enable you to meet the terms of the Lease. If you think such a plan or change is likely to correct the problem, you can contact the management office and request an accommodation.

If you make such a request, you will need some evidence that the problem was caused by the disability and that the plan is likely to work. If it involves someone else, you need evidence that they will provide the assistance. We will then evaluate whether you are otherwise eligible for tenancy and process your request the same as any other accommodation/modification request in compliance with applicable laws.

By signing below, we acknowledge receipt of this Disability-Related Accommodation/Modification Policy.

Subtenant — Date

Landlord / Agent — Date 4-19-22

Addendum "J"

Notice of Occupancy Rights Under the Violence Against Women Act

To all Residents and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking.[1] VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees owners and participants in HUD programs to ensure they are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at Verona Hotel (Property Name) you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Residents

If you are receiving assistance under HUD-assisted, HUD-insured programs, or other subsidies, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under HUD-assisted or HUD-insured programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

Removing the Abuser or Perpetrator from the Household

Housing for Independent People, Inc. ("HIP") may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HIP chooses to remove the abuser or perpetrator, HIP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HIP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HIP must follow Federal, State, and local eviction procedures. In order to divide a lease, HIP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HIP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HIP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future. **OR**

4) **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HIP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HIP's emergency transfer plan provides further information on emergency transfers, and HIP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HIP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HIP must be in writing, and HIP must give you at least fourteen **(14)** business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HIP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HIP as documentation. It is your choice which of the following to submit if HIP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HIP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that HIP has agreed to accept.

If you fail or refuse to provide one of these documents within the fourteen **(14)** business days, HIP does not have to provide you with the protections contained in this notice.

If HIP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HIP has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HIP does not have to provide you with the protections contained in this notice.

Confidentiality

HIP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HIP must not allow any individual administering assistance or other services on behalf of HIP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HIP must not enter your information into any shared database or disclose your information to any other entity or individual. HIP, however, may disclose the information provided if:

- You give written permission to HIP to release the information on a time limited basis.

- HIP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.

- A law requires HIP or your landlord to release the information.

VAWA does not limit HIP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HIP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HIP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HIP can demonstrate the above, HIP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of this Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco Field Office for HUD at One Sansome Street, Suite 1200, San Francisco, CA 94104, (415) 489-6400.

For Additional Information

You may view a copy of HUD's final VAWA rule at *https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs*. Additionally, HIP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact the United States Department of Housing & Urban Development (HUD), San Francisco Field Office, (415) 489-6400.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at *https:// www.victimsofcrime.org/our-programs/ stalking-resource-center*.

Attachment "K"

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Attachment "K"

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:** _____
2. **Name of victim:** _____
3. **Your name (if different from victim's):** _____
4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____
6. **Name of the accused perpetrator (if known and can be safely disclosed):** _____

_____

7. **Relationship of the accused perpetrator to the victim:** _____
8. **Date(s) and times(s) of incident(s) (if known):** _____
10. **Location of incident(s):** _____

In your own words, briefly describe the incident(s):

_____

_____

_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Form HUD-5382
(12/2016)

Addendum "L"

ACKNOWLEDGEMENT OF RECEIPT OF OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT (OEHHA) PROPOSITION 65 FACT SHEET FOR TENANTS

Verona Hotel
317 Leavenworth St., San Francisco, CA 94102
Unit # 108

I have received and read the Environmental Hazard Assessment Proposition 65 Fact Sheet forTenants. Said Fact Sheet has been provided by the Property Management division of Housing for Independent People, Inc. to the household.

Subtenant X _____

Date: X 9/10/25

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Lease Addendum for City and County of San Francisco
Adult Permanent Supportive Housing
(to be attached to the lease)

This addendum sets forth specific requirements that apply to Permanent Supportive Housing (PSH) units supported by the City and County of San Francisco ("City") via the General Fund, or Local Operating Subsidy Program (LOSP), or other City funding sources, and referred through the Homelessness Response System. The tenant herein agrees to these additional terms as a condition of participation in PSH, and as a condition of the tenant's eligibility to receive a housing subsidy, in which the tenant pays a reduced rent for the unit. The housing subsidy may be terminated due to non-compliance or if the household no longer meets the eligibility criteria for the subsidy. If the subsidy is terminated, the tenant will be responsible for the unsubsidized rent for the unit. If the tenant cannot or will not pay the full amount of the unsubsidized rent, this may lead to unlawful detainer proceedings and eviction. The subsidy is project-based and cannot be transferred to other properties or to other tenants not on the lease.

Name(s) of Qualifying Household Members:

(Please list all household members who meet eligibility requirements as listed below)

Rashiba Session

Site Name and Address: 317 Leavenworth St. San Francisco, CA 94102

Unit #: 108

ELIGIBILITY: The eligibility requirements related to this unit are:

Homeless History:

- Meets the HSH Adult Homeless Definition
- Meets additional eligibility requirements for the site, if applicable

Tenant(s) Initials: _____

Income:

- Total household income cannot exceed 30 % of the current AMI (Area Median Income) at the time of this lease signing based on the household configuration noted below.

Tenant(s) Initials: _____

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Lease Addendum for City and County of San Francisco
Adult Permanent Supportive Housing
(to be attached to the lease)

ELIGIBILITY: (continued)

Household Configuration:

- The unit offered with the lease has:
  - Minimum occupancy of 1 persons.
  - Maximum occupancy of 1 persons.
- This lease is being offered based on an occupancy of 1 persons.
- At any given time, at least one adult on the lease must meet the HSH Adult Homeless Definition in order to remain eligible for the subsidy.

Tenant(s) Initials: _____

RENT:

- If applicable, factor a Utility Allowance into the calculation of Gross Rent owed. Monthly Gross Rent shall be calculated at 30% of household monthly adjusted gross income, with the maximum rent as either:
  - ☐ The current underlying restricted rent for the unit, or
  - ☒ The current maximum rent for the unit according to MOHCD's Inclusionary BMR Program for 50% AMI.
- If tenant has no documented and regular income, a minimum of $ 0.00 per month rent is required. ☒ Applicable ☐ Not applicable ☐ Waived
- At the time of the signing of the lease and this addendum for this unit, the full underlying restricted rent or unsubsidized rent for this unit is $_____ per month. This amount changes over time.

Tenant(s) Initials: _____

ON-GOING COMPLIANCE: The eligibility for the housing subsidy related to this unit requires:

- Current tenants must submit a request to the Housing Provider in accordance with the terms of their lease before any persons are added to or removed from the unit. The Housing Provider will communicate with HSH accordingly to process the request. The adult to be added to the lease must meet eligibility requirements for the unit, following the Housing Provider's screening protocol and approval process, and signing all applicable certification and lease documents.

Tenant(s) Initials: _____

- The tenant must report changes in household income to the Housing Provider within the timeline in the lease agreement. The tenant must complete an interim recertification if there is an increase or decrease of the household income of $200 or more / month. The

Housing Provider will adjust the rent amount according to the lease agreement and/or regulatory requirements.

Tenant(s) Initials: _____

- Households must meet the eligibility requirements for the unit specified in the Household Configuration section. If they no longer meet any of those requirements, they will be offered an opportunity to apply for, and move to, another subsidized housing unit that they are eligible for.

Tenant(s) Initials: _____

- The Housing Provider will recertify the household income and configuration on an annual basis. The Housing Provider may request additional recertification to verify changes in household income or configuration. Compliance with requests for recertification is a requirement for continuing to receive the housing subsidy.

Tenant(s) Initials: _____

- This site has the following Third-Party Rent Payment (TPRP) Services requirement, where the tenant agrees to the following: (Check applicable requirement)
  - ☐ Direct all benefits and/or income to the TPRP Services Provider, who will pay rent to Property Management on behalf of the tenant. If benefits and/or income cannot be directed to the TPRP Services Provider, tenant will submit rent amount to the TPRP Services Provider, who will remit rent payment to Property Management on behalf of the tenant. The TPRP Services Provider may be Lutheran Social Services, Conard House, or other Payee that has the ability to remit rent on behalf of the tenant.
  - ☒ Not applicable

Tenant(s) Initials: _____

- Tenant will maximize income, which may include applying for and maintaining all benefits the tenant is eligible for.

Tenant(s) Initials: _____

- Tenant, or a health care provider on behalf of tenant, must communicate to on-site Support Services any temporary absences that exceed 30 calendar days. Tenant may receive authorization to be absent from their unit up to 90 consecutive days for the following reasons:

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Lease Addendum for City and County of San Francisco
Adult Permanent Supportive Housing
(to be attached to the lease)

residential treatment program, incarceration, hospitalization, institutional care facility, or family emergency. Tenant must continue to pay rent while they are absent from the unit.

Tenant(s) Initials: _____

- Tenant must live in the unit and the unit must be the tenant's only place of residence. Tenant may not have a lease agreement for more than one subsidized unit at any given time. If a tenant is moving from one subsidized unit to another, tenant must relinquish the former unit within 7 days of the lease start date for their new unit.

Tenant(s) Initials: _____

SUBSIDY REVOCATION:

- I/We understand that the housing subsidy is not an entitlement program, rather it is an eligibility-based program and that the terms and conditions listed above must be met at time of placement and throughout tenancy in order to qualify and remain eligible for the subsidy. I/We receive the subsidy based solely on meeting and maintaining the eligibility and on-going compliance requirements of the program.

Tenant(s) Initials: _____

- If notified of a potential loss of the subsidy due to ineligibility or noncompliance, I/We agree to communicate with the Housing Provider and onsite services staff by responding to all notifications and requests for additional information within the timelines issued by the Housing Provider.

Tenant(s) Initials: _____

- I/We understand that if the subsidy is terminated, I/we will be responsible for paying the full underlying restricted rent or unsubsidized rent and that failure to do so may lead to eviction.

Tenant(s) Initials: _____

- If the housing subsidy is terminated for any reason and I/We are not able to pay the full underlying restricted rent or unsubsidized rent, I/We understand on-site services staff will be available to assist in securing appropriate housing. I/We understand that while there is

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

Lease Addendum for City and County of San Francisco
Adult Permanent Supportive Housing
(to be attached to the lease)

no guarantee of an alternative housing placement, cooperation with the Housing Provider and on-site services staff is a great way to explore such options.

Tenant(s) Initials: _____

My/Our signature below signifies my/our understanding and agreement to the terms, eligibility and on-going compliance conditions of the housing subsidy program. All adults on the Housing Provider lease are required to sign this addendum.

Rashiba Session
Tenant Name (Print)

X _____ 4/19
Tenant Signature Date

N/A
Tenant Name (Print)

N/A
Tenant Signature Date

LaTasha Russell
Property Management Name (Print)

_____ 4-19-24
Property Management Signature Date

Abode Property Management
Verona Hotel
317 Leavenworth Street
San Francisco, CA 94102
Telephone: (415) 351-2200
Master Tenant and Property Manager

NOTICE TO QUIT

To: **RASHIBA SESSION**, AND ALL OTHER PERSONS IN POSSESSION OF:

317 LEAVENWORTH STREET, UNIT #108, SAN FRANCISCO, CA 94102 (the "Premises")

NOTICE IS HEREBY GIVEN THAT NO LATER THAN SEPTEMBER 23, 2024, you are required to vacate the Premises and give up possession of the Premises to Abode Property Management, the Master Tenant and Property Manager of the Verona Hotel (the "Building"), which is authorized to obtain possession from you.

THIS NOTICE IS BEING GIVEN pursuant to California Code of Civil Procedure Section 1161(3) on the grounds that you have committed material non-curable breaches of the terms of the written lease agreement by which you hold possession of the Premises, which constitutes good cause for the termination of your tenancy under the terms of your lease agreement, specifically, as follows:

- On or about January 8, 2024, Rashiba Session verbally abused and threatened a member of Building staff with violence. More specifically, Rashiba Session threatened to "kick [the staff member's] ass."

- On or about January 23, 2024, Rashiba Session verbally abused, used profanity, and threatened a member of Building staff with violence. More specifically, Rashiba Session threatened to "kick [the staff member's] ass" and told her to "come outside".

- On or about April 4, 2024, Rashiba Session made harassing and transphobic remarks to another resident of the Building. More specifically, Rashiba Session told the resident that she would never make it as a woman, misgendered the resident by calling the resident "dude" and "sir," and lifted her dress and shouted, "I have a vagina" at the resident.

- On or about July 7, 2024, Rashiba Session verbally abused and physically assaulted and battered another resident of the Building, blackening the eye of the resident. More specifically, Rashiba Session called the resident a "bitch" and told the resident that the resident likes to "suck dick." Rashiba Session then hit the resident with an object she was holding.

- On or about July 19, 2024, at approximately 2:00 p.m., Rashiba Session verbally harassed and physically assaulted and battered an elderly resident of the Building almost knocking the woman down the stairs. More specifically, Rashiba Session shouted "you know what you're doing" multiple times and told the resident not to knock on her door. Rashiba Session also followed the resident down the stairs and intentionally bumped the elderly resident as she

Exhibit 2

passed the resident.

- On or about August 3, 2024, at approximately 10:25 p.m., Rashiba Session verbally harassed and physically assaulted and battered another resident of the Building. More specifically, Rashiba Session was yelling at the resident and using profanity. Rashiba Session then slapped the resident on the face while holding a cigarette in the hand she used to slap the resident.

- On or about August 5, 2024, at approximately 12:20 a.m., Rashiba Session harassed another resident of the Building telling the resident that the Building was Rashiba's and aggressively approaching the resident after being asked not to do so by the resident.

- On or about August 5, 2024, Rashiba Session threatened to kill another resident of the Building.

- On or about August 16, 2024, Rashiba Session broke out the front window of the lobby of the Building.

- On or about August 28, 2024, Rashiba Session threatened a vendor in the Building. More specifically, Rashiba Session said, "I will kill you!"

- On or about August 28, 2024, Rashiba Session threatened to kill another resident of the Building. San Francisco Police Officers were called as a result of this conduct, but when they arrived Rashiba Session had left the Building.

- On or about September 2, 2024, Rashiba Session locked the Building staff out of the Building and made threats of violence towards the staff, subsequently, Rashiba Session was arrested for the incident.

NOTICE IS GIVEN that by the foregoing violent and activity you engaged in non-curable breaches of the terms of your lease agreement and Verona Hotel Community Guidelines and House Rules ("House Rules"), applicable to your tenancy:

- Section 10 of the Lease Agreement, which states, "Subtenant shall comply with written House Rules issued regarding use of the Premises and common areas of the Property.... Subtenant shall not cause or permit on the Premises or in common areas, excessive noise or any other activity which disturbs the peace and quiet enjoyment of other residents or neighbors. Subtenant shall not cause or permit any activity constituting a nuisance on or about the Premises or which adversely affects the health or safety of any person, nor shall Subtenant interfere with the management of the Property."

- Section 22H of the Lease Agreement, which states, "Conduct and cause other persons who are on the Property with your consent to conduct themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition."

- Section 22I of the Lease Agreement, which states, "Refrain from illegal or other activity which impairs the physical or social environment of the Property."

- Section 3(b) of the House Rules, which states, "Subtenants and their guests shall not commit or permit any act that will unreasonably interfere with the right, comforts or convenience of other Subtenants, their guests, management, maintenance staff, or Landlord's vendors."

- Section 3(c) of the House Rules, which states, "Physical violence or threats of violence toward anyone at the Property at any time is strictly prohibited."

- Section 3(e) of the House Rules, which states, "Subtenants shall not harass, or threaten, other Subtenants, guests or visitors of other Subtenants, management, maintenance staff, or Landlord's vendors."

- Section 3(j) of the House Rules, which states, "Subtenants and their guests must refrain from any illegal activities or other activities that may impair the social or physical environment of the Property."

Your Lease Agreement provides that your tenancy may be terminated for failure to fulfill obligations of the Lease Agreement or materially breaching the Lease Agreement or House Rules.

Your failure to deliver possession of the Premises by the date set forth above will cause Abode Property Management to declare a forfeiture of your rental agreement, to recover possession of the Premises, and to seek judgment for rent owed through the expiration of the notice together with damages for each day of occupancy after that date, statutory penalties, attorney's fees, and costs of suit which may include court costs. At any judicial proceeding brought to recover possession of your unit, you will have the right to present a defense.

You may only be evicted as a result of a judicial proceeding. At any judicial proceeding brought by the landlord to recover possession of the Premises, you will have the right to present a defense. You have the right to make such reply to this Notice as you may wish.

Abode Property Management has adopted a Grievance and Appeal Procedure for residents of the Building. Under the terms of the written Lease Agreement, you may have the right to request a hearing in accordance with Grievance Procedures. You must present your grievance within ten (10) days from the date this Notice is served on you to request an informal hearing of the dispute. However, the Grievance and Appeal Procedure does not apply if you have created or maintained an imminent threat to your health and safety or that of others.

Your tenancy is exempt from San Francisco Administrative Code Chapter 37, enacted in 1979, and amended thereafter, because the Premises is part of a project-based program and the rent for the Premises is controlled or regulated by a government unit, agency, or authority.

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While your tenancy is exempt from the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance, advice concerning this notice may be available from the San Francisco Residential Rent Stabilization and Arbitration Board.

This Notice supersedes and replaces all prior notices of termination of tenancy.

Dated: September 17, 2024

LaTasha Russell
Property Manager

Attachments: HUD Notice of VAWA Rights; and
HUD VAWA Certification Form
Grievance and Appeal Procedure
MOHCD Attachment

cc: SFHSH

Addendum "J"

Notice of Occupancy Rights Under the Violence Against Women Act

To all Residents and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking.[1] VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees owners and participants in HUD programs to ensure they are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance at Verona Hotel (Property Name) you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Residents

If you are receiving assistance under HUD-assisted, HUD-insured programs, or other subsidies, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under HUD-assisted or HUD-insured programs solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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[1] Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

Removing the Abuser or Perpetrator from the Household

Housing for Independent People, Inc. ("HIP") may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HIP chooses to remove the abuser or perpetrator, HIP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HIP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HIP must follow Federal, State, and local eviction procedures. In order to divide a lease, HIP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HIP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HIP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future. **OR**

4) **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HIP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HIP's emergency transfer plan provides further information on emergency transfers, and HIP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HIP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HIP must be in writing, and HIP must give you at least fourteen (**14**) business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HIP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HIP as documentation. It is your choice which of the following to submit if HIP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HIP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that HIP has agreed to accept.

If you fail or refuse to provide one of these documents within the fourteen (**14**) business days, HIP does not have to provide you with the protections contained in this notice.

If HIP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HIP has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HIP does not have to provide you with the protections contained in this notice.

Confidentiality

HIP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HIP must not allow any individual administering assistance or other services on behalf of HIP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HIP must not enter your information into any shared database or disclose your information to any other entity or individual. HIP, however, may disclose the information provided if:

- You give written permission to HIP to release the information on a time limited basis.
- HIP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HIP or your landlord to release the information.

VAWA does not limit HIP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HIP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HIP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HIP can demonstrate the above, HIP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of this Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the San Francisco Field Office for HUD at One Sansome Street, Suite 1200, San Francisco, CA 94104, (415) 489-6400.

For Additional Information

You may view a copy of HUD's final VAWA rule at *https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs*. Additionally, HIP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact the United States Department of Housing & Urban Development (HUD), San Francisco Field Office, (415) 489-6400.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at *https:// www.victimsofcrime.org/our-programs/ stalking-resource-center.*

Attachment "K"

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

Attachment "K"

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. **Date the written request is received by victim:** _____

2. **Name of victim:** _____

3. **Your name (if different from victim's):** _____

4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____

6. **Name of the accused perpetrator (if known and can be safely disclosed):** _____

_____

7. **Relationship of the accused perpetrator to the victim:** _____

8. **Date(s) and times(s) of incident(s) (if known):** _____

10. **Location of incident(s):** _____

In your own words, briefly describe the incident(s):

_____

_____

_____

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Grievance and Appeal Procedure – Attachment "B"

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about property management staff, decisions, discrimination, and/or you feel you have been treated unfairly the following are the steps you should take to have your complaint heard:

Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.

If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may request a grievance hearing.

A. Rights to a Grievance Hearing

If you are a resident of an Abode Services, Allied Housing, or Housing for Independent People property and you believe that management has acted so that your rights or status are adversely affected, or you believe that management has not complied with the terms of the residential lease it entered into with you, then you are entitled to a hearing in accordance with this grievance and appeal procedure.

You may also request a hearing if you have a complaint about another tenant concerning your or others' health and safety or if the complaint in reference to the other tenant involves the maintenance and management of the project.

If you applied for a unit and were rejected, you also have the right to request a hearing.

The grievance and appeal procedure **does not apply** if:

1. You have been given a notice to vacate because:
   a. You are causing or permitting substantial damage to your unit;
   b. You are using your unit for unlawful purposes; or
   c. You have created or maintained an imminent threat to your health and safety or that of others.

2. You are disputing whether the terms and conditions in the lease are valid or proper.

If the grievance involves the amount of rent or other charges that management claims are due, you must pay the amount in dispute to management, unless management waives the requirement. You must continue to pay all rent and charges not in dispute as they become due. If you fail to pay or deposit the funds as required, the hearing officer or panel may determine that you have waived your right to a formal hearing. If the hearing officer or panel decides that you have waived your right to a hearing you can still resolve your grievance in court.

B. Requesting a Hearing

1) **The Informal Hearing.** The goal of the informal hearing is to settle the problem without the need for a formal hearing. If you have a complaint and request a hearing, you will have an informal hearing with the individual designated by management to hear complaints (usually the property supervisor/program manager). Once requested, the informal hearing must be held between you and management within 10 working days after your request. Furthermore, management is obliged to give you its decision on the matter in writing within 14 days of the hearing. The Property Supervisor or Program Manager/Director will review the case and confirm the decision of Management prior to releasing the decision. If the decision is not in your favor or the problem is not settled, you are entitled to request a formal hearing. The written decision will also include the procedures you must follow if you want to appeal the decision in a formal hearing.

2) **Present your request for an informal hearing on time.** You must personally present your grievance either orally or in writing to our office so that you and we may discuss your grievance informally. You must present your grievance within a reasonable time, not to exceed ten (10) working days after the reason for the grievance or dispute arose.

   While you can present your grievance orally, it is better to state your grievance in writing. The grievance may be simply stated, but you must specify the particular ground(s) for the grievance and action or relief you seek.

   We will prepare a written, dated, and signed summary of our discussion and answer to your grievance within a reasonable time, not to exceed fourteen (14) days. We will mail or deliver one copy to you and keep one in your file. Our answer shall specify 1) the name of the hearing participant, 2) the date of the hearing, 3) the nature of the grievance, 4) the proposed disposition of the grievance and the specific reasons therefore, 5) your right to a formal hearing, and 6) the procedure by which you may request a formal hearing if you are not satisfied with the proposed disposition.

3) **The Formal Hearing.** If you are dissatisfied with management's decision at the informal hearing, you have a right to a formal hearing. The Director of the program/department will conduct the formal hearing. If the designated member of the formal hearing cannot be agreed upon, such member can be appointed by the Executive Director or an independent organization contacted by management, such as the American Arbitration Association.

4) **Present your request for a formal hearing on time.** If you want a formal hearing, you must submit a written request to us within ten (10) days after receiving the decision from the informal hearing. If you miss this 10-day deadline, the decision from the informal hearing will become final. This shall not, however, constitute a waiver of your right thereafter to contest the disposition of the grievance in an appropriate judicial proceeding.

   As with the informal hearing, you must state the nature of your complaint or grievance, the reasons why you disagree with the decision resulting from the informal hearing and action or relief you seek.

5) **Do not miss the hearing.** The hearing will be held no more than two (2) weeks after management receives your request for a hearing. You will be given at least three days' notice of the hearing date. If you fail to appear, the hearing officer can either declare that the absent party has waived the right to a hearing or reschedule the hearing for a later date.

D. Procedures Governing the Hearing

The following procedures are intended to protect your right to a fair hearing:

1. You can bring as much evidence to the hearing as you think you need. However, the hearing officer will determine if it relates sufficiently to the hearing to be considered. You can bring someone to represent you at the hearing, but you must also be present.

2. You and management can have witnesses to support your respective positions, with the right to cross-examine each other's witnesses.

3. You will be given the opportunity before the hearing to examine and copy at your expense all documents, records, and regulations that are relevant to the hearing.

4. Either party may request that the hearing be tape-recorded at their own expense.

5. At the hearing, you must present your side of the dispute and state what you want done. It will then be management's burden to justify its actions. If the hearing relates to an eviction or lease termination,

management must also prove "good cause," as defined in the appropriate Program Regulations governing the property. Good cause includes, but is not limited to, nonpayment of rent, noncompliance with the terms of the lease, subletting, failing to maintain eligibility under the Program and remaining on the property after your tenancy is terminated.

6. Those present at the hearing must conduct themselves in an orderly fashion. Failure to do so is sufficient grounds for the hearing officer to render an adverse decision to the unruly parties.

7. If you need an interpreter, you must provide your own. Failure to bring an interpreter will not be grounds for a postponement of the hearing.

8. During the pendency of the informal and formal hearing process and until the delivery of the written decision to you, management will extend the time period imposed pursuant to a formal eviction procedure arising out of the issues in dispute, including any court filing date required of you.

E. Decision of the Hearing Officer or Panel

The hearing officer must send a written decision to all parties within two weeks of the hearing. The decision will be based solely upon a preponderance of the evidence presented at the hearing and in conformance with applicable laws and/or regulations. Provided that the decision is consistent with the applicable laws and regulations, it will be binding on all the parties.

If the decision is in your favor, management must promptly take all actions necessary to carry out the decision or refrain from any action prohibited by the decision. If the decision is not in your favor, you must promptly comply with the decision, terminate your tenancy and move, if required, or take your complaint to court.

F. Section 504 Grievance & Appeal Procedures

It is the policy of ***Abode Services, Housing for Independent People and Allied Housing*** not to discriminate on the basis of disability. ***Abode Services, Housing for Independent People and Allied Housing*** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) of the U.S. Department of Health and Human Services regulations implementing the Act. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulations may be examined in the office of ***Abode Services, Director of Property & Asset Management, 504 Compliance Officer, 40849 Fremont Blvd., Fremont, CA 94538 Phone: 510-657-7409,*** who has been designated to coordinate the efforts of ***all Abode Services master-lease properties, shelters, affordable and supportive housing properties*** to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability or has been denied an accommodation or modification on the basis of disability may file a grievance or an appeal under this procedure.

Grievance & Appeals Procedures for Section 504:

- Grievances must be submitted to the Section 504 Coordinator within ***ten (10) days*** of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint can be presented orally or in writing, containing the name and address of the person filing it. While you can present your grievance orally, it is better to state your grievance in writing. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or her/his designee) shall conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance. The Section 504 Coordinator will maintain the files and records of ***Abode Services, Housing for Independent People and Allied Housing*** relating to such grievances.

- The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the ***Chief Operating Officer*** within 15 days of receiving the Section 504 Coordinator's decision. The ***Chief Operating Officer*** shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability by fax to (202) 307-1197, online at https://www.ada.gov/complaint/ or mailed to the following:

U. S. Department of Justice,
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section – 1425 NYAV,
Washington, DC 20530

Abode Services, Housing for Independent People and Allied Housing will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for coordinating such arrangements with the program/property staff.

G. Unresolved Grievances or Additional Appeals

If the parties and hearing officer are unable to resolve the grievance or any party wishes to make an additional appeal, either party may direct their complaint to the local responsible agency for review and recommendation.

For unresolved grievances or additional appeals under the Fair Housing Act, housing and community development programs and federally funded programs/properties, you may contact the San Francisco Regional Office of FHEO, U.S. Department of Housing & Urban Development, One Sansome Street, Suite 1200, San Francisco, CA 94104, Phone: (415) 489-6524 or (800) 347-3739 and TTY (415) 436-6594, Complaints online at complaintsoffice09@hud.gov.

That agency shall, upon a written request, shall be the final authority for purposes of interpretation of the procedures.

H. Right to Go to Court

Participation in any of the procedures described above will not waive, or affect in any manner whatsoever, any rights you or management may have to any judicial proceedings that may thereafter be brought on the matter.

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me.

It is against the law for ***Abode Services, Housing for Independent People and Allied Housing*** to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Mayor's Office of Housing and Community Development
City and County of San Francisco

London N. Breed
Mayor

Eric D. Shaw
Director

(Attach a copy of this Notice to every notice to terminate tenancy. Please see the following link for the latest version: https://sfmohcd.org/file/66553.)

IMPORTANT EVICTION PREVENTION INFORMATION

Your landlord has served you with an eviction notice. You have rights as a San Francisco tenant and must act quickly in order to stay in your home.

If you do not address the eviction notice in a timely manner, then your landlord may sue to evict you. Whether you have received an eviction notice or have received an eviction lawsuit ("unlawful detainer"), you must respond now.

Free legal services are available at:

Eviction Defense Collaborative
972 Mission Street, 1st Floor
San Francisco, CA 94103
Phone: 415-659-9184
Email: legal@evictiondefense.org

More free eviction prevention resources can be found at:

https://sf.gov/renthelp

INFORMACIÓN URGENTE

El dueño de la propiedad le entregó un aviso de desalojo. Como inquilino de San Francisco, usted tiene derechos y debe actuar rápidamente si quiere permanecer en su vivienda. Si usted no responde al aviso de desalojo cuanto antes, el dueño de la propiedad puede presentar una demanda de desalojo. Si usted recibió el aviso de desalojo o una demanda de desalojo (citación judicial para retención ilícita de un inmueble - desalojo) debe responder inmediatamente. **Servicios legales gratuitos disponibles al: Eviction Defense Collaborative, 972 Mission Street 1st Floor, San Francisco 94103, 415-659-9184** o legal@evictiondefense.org. Para más recursos gratuitos, incluyendo ayuda con la renta, visite: https://sf.gov/renthelp.

防止逼遷的重要資訊

您的房東已向您發出驅逐通知。您擁有三藩市租客的權利，並且**必須迅速採取行動**，才能避免逼遷。 如果您不及時處理驅逐通知，您的房東可能會起訴驅逐您。 無論您已收到驅逐通知，或已被起訴，您都必須立即回應。**以下機構提供免費服務：逼遷辯護合作社 (Eviction Defense Collaborative) 972 Mission Street 1st Floor, San Francisco, CA 94103 電話號碼: 415-659-9184 電郵:** legal@evictiondefense.org 更多免費的防止逼遷資源可以在以下網頁找到：https://sf.gov/renthelp

MAHALAGANG PAG-IWAS SA PAGPAPALAYAS APURAHANG IMPORMASYON

Binigyan na kayo ng nagpapaupa sa inyo o landlord ng abiso para sa pagpapaalis (eviction notice) sa tinitirahan. Meron kayong karapatan bilang umuupa o tenant, at dapat mabilis na umaksyon upang manatili sa inyong tahanan.

Kapag hindi ninyo inasikaso ang abiso sa lalong madaling panahon, posibleng makasuhan kayo ng landlord upang mapaalis kayo. Kung nakatanggap kayo ng abiso para sa pagpapaalis, o binigyan kayo ng kaso sa korte para sa pagpapaalis o eviction lawsuit (unlawful detainer o pagpapaalis batay sa paglabag ng tenant sa kasunduan sa pagpapaupa), kailangan ninyong tugunan ito agad-agad.

May makukuhang mga libreng serbisyo sa: Eviction Defense Collaborative 972 Mission Street 1st Floor San Francisco, CA 94103. Telepono: 415-659-9184 email: legal@evictiondefense.org

May matatagpuan pang libreng mapagkukunan ng tulong at impormasyon para maiwasan ang pagpapaalis sa tinitirahan sa: https://sf.gov/renthelp.

VERIFICATION

I am an authorized employee for the plaintiff in this action. I have my office in the County of San Francisco. As an employee of plaintiff, I am authorized to make this verification on behalf of the Plaintiff.

The facts contained in this complaint are within my personal knowledge. I have read the foregoing Complaint for Unlawful Detainer, and know the contents thereof, and the contents thereof are true and correct, except as to those matters which are stated upon information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

9/27/2024
Date

DocuSigned by:
LaTasha Russell
5637F3095B534BD...
LaTasha Russell
Abode Property Management

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Julia M. Adams 230795
ZANGHI TORRES ARSHAWSKY LLP
625 Market Street, 4th Floor
San Francisco, CA 94105
TELEPHONE NO.: (415) 977-0444 FAX NO.: (415) 977-0156
EMAIL ADDRESS: jadams@ztalaw.com
ATTORNEY FOR (Name): Abode Property Management

FOR COURT USE ONLY

FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO
SEP 30 2024
CLERK OF THE COURT
BY: Deputy Clerk
Benjamin Yost

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

CASE NAME: Abode v. Rashiba Session, et al.

CIVIL CASE COVER SHEET
☐ Unlimited (Amount demanded exceeds $35,000)
☒ Limited (Amount demanded is $35,000 or less)

Complex Case Designation
☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CUD-24-676321
JUDGE:
DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment
☐ Wrongful termination (36)
☐ Other employment (15)

Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer
☐ Commercial (31)
☒ Residential (32)
☐ Drugs (38)

Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: One
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 9/24/2024

Julia M. Adams
(TYPE OR PRINT NAME)

Julia M. Adams
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. January 1, 2024]
CEB Essential Forms ceb.com

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courts.ca.gov

Abode

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

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